



Offer Letters of Placement of 2022-23

Sr. No.	Name of the Student	Program Graduated From	Company Name	Page No.
1	Rutvik Vipin Choudhari	Computer Engineering	Morgan Stanley	1
2	Aditya Motwani	Computer Engineering	Morgan Stanley	6
3	Shubham Goel	Computer Engineering	PhonePe	11
4	Atharva Mohite	Computer Engineering	JP Morgan Chase & Co.	21
5	Adwait Hegde	Computer Engineering	Barclays	40
6	Tejal Rajesh Yadav	Computer Engineering	Skinzy Software Solutions	61
7	Sumit Thakare	Computer Engineering	Digiklug	62
8	Soham Belurgikar	Computer Engineering	Barclays	66
9	Nair Pranav Padmanabhan	Computer Engineering	Merkle	87
10	Yash Jagtap	Computer Engineering	MSCI	90
11	Ishita Vilas More	Computer Engineering	Siemens	113
12	Vedanth Raja	Computer Engineering	JP Morgan Chase & Co.	116
13	Param Patil	Computer Engineering	PhonePe	135
14	Chetashri Narendra Mahajan	Computer Engineering	JP Morgan Chase & Co.	145
15	Prathmesh Waghmode	Computer Engineering	JP Morgan Chase & Co.	165
16	Sakshi Gadegaonkar	Computer Engineering	JP Morgan Chase & Co.	185
17	Vidhi Rughwani	Computer Engineering	JP Morgan Chase & Co.	205
18	Manvita Abhay Joshi	Computer Engineering	JP Morgan Chase & Co.	225
19	Yash Patel	Computer Engineering	Morgan Stanley	244
20	Sahil Chorghe	Computer Engineering	ISS	249



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Bhavan's Campus, Munshi Nagar, Andheri (West), Mumbai-400058-India

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21	Traividya Korgaonkar	Computer Engineering	Enfusion	253
22	Manthan Juthani	Computer Engineering	Goldman Sachs	260
23	Pritam Gaikwad	Computer Engineering	Tamasha Live	273
24	Vishal Fulchand Tonde	Computer Engineering	BDO India	275
25	Mubashshira Hasan	Computer Engineering	JP Morgan Chase & Co.	277
26	Vatsa Vinod Nagaria	Computer Engineering	Creding Technologies	296
27	Harshad Chandrakant Banate	Computer Engineering	Barclays	297
28	Malhar Viral Bangdiwala	Computer Engineering	Deutsche Bank	314
29	Arbaz Ahmed Addewala	Computer Engineering	Deutsche Bank	363
30	Netal Pankaj Asawa	Computer Engineering	5paisa	379
31	Ashish Kishor Rajguru	Computer Engineering	BNP Paribas	383
32	Akshay Manoj Tarde	Computer Engineering	Merkle	387
33	Vivek Jayaram Poojari	Computer Engineering	5paisa	390
34	Yash Sunil Brid	Computer Engineering	Deutsche Bank	395
35	Sumeet Uday Haldipur	Computer Engineering	Eloquent Info	444
36	Vedant Jatin Jolly	Computer Engineering	Deutsche Bank	450
37	Abhishek Ashwin Chopra	Computer Engineering	JP Morgan Chase & Co.	500
38	Aditya Laxmikant Kasat	Computer Engineering	Barclays	519
39	Mayur Ganesh Telrandhe	Computer Engineering	Barclays	540
40	Madhav Sachin Lahoti	Computer Engineering	JP Morgan Chase & Co.	562
41	Himanshu Dhananjay Vatari	Computer Engineering	Deloitte	577
42	Darsh Brijeshbhai Lakhwani	Computer Engineering	Barclays	596



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43	Ameya Gajendra Jangam	Computer Engineering	Valorem Stack	617
44	Sahil Kapil Marwaha	Computer Engineering	Trilogy	619
45	Sanskriti Jayshing Badhe	Computer Engineering	InCred	622
46	Aryan Jiten Dhami	Computer Engineering	Barclays	632
47	Deep Upendra Nayak	Computer Engineering	Deutsche Bank	653
48	Keval Rajesh Dhanani	Computer Engineering	Barclays	668
49	Omkar Suresh Padir	Computer Engineering	Axis Bank	689
50	Satyam Mukesh Rai	Computer Engineering	5paisa	693
51	Hrusheekesh Sumeet Sawarkar	Computer Engineering	Merkle	698
52	Divya Nirmal Shah	Computer Engineering	Deutsche Bank	701
53	Rahul Tandel	Computer Engineering	Oracle	749
54	Ojas Chandrakant Patil	Computer Engineering	Shreeji Industries	752
55	Atharva Vijay	Computer Engineering	Barclays	755
56	Sudhanshu Shahaji Narsude	Computer Engineering	SkillCoup	771
57	Samkit Shah	Computer Engineering	Amazon	772
58	Bhavya Shah	Computer Engineering	Trilogy	796
59	Rishabh Jain	Computer Engineering	JP Morgan Chase & Co.	798
60	Ashish Todi	Computer Engineering	JP Morgan Chase & Co.	799
61	Shashank Sarma	Computer Engineering	JP Morgan Chase & Co.	800
62	Apurv Sarode	Computer Engineering	JP Morgan Chase & Co.	801
63	Atharva Shitole	Computer Engineering	Barclays	805
64	Vedant Kadhane	Computer Engineering	JP Morgan Chase & Co.	806
65	Divesh Choudhary	Computer Engineering	Wohlig Transformations	807



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66	Sejal Bhagoji Gurkhe	Computer Engineering	IIFL Wealth Management Ltd.	808
67	Sanchit Gajam	Computer Engineering	ICICI Lombard	809
68	Arohi Shinde	Electronics Engineering	JP Morgan Chase & Co.	811
69	Bilal Sani	Electronics Engineering	Ugam	826
70	Anushka Anil Pilena	Electronics Engineering	Colgate	827
71	Suraj Rajendra Kamtekar	Electronics Engineering	Colgate	828
72	Swaraj Salunke	Electronics Engineering	BDO India	829
73	Vinayak Ramprakash Tripathi	Electronics Engineering	ISS	834
74	Shaikh Shahid Mansoor	Electronics Engineering	Quantiphi	835
75	Siddharth Deshpande	Electronics Engineering	GEP	836
76	Lokesh Jagannath Patil	Electronics Engineering	MAQ Software	838
77	Sumit Kulkarni	Electronics Engineering	BNP Paribas	842
78	Vaishnavi Bhore	Electronics Engineering	Siemens	843
79	Rahul Alshi	Electronics Engineering	Colgate	846
80	Prathamesh Kadam	Electronics Engineering	Baker Hughes	847
81	Renuka Dyawarkonda	Electronics Engineering	Nomura	859
82	Devansh Vinit Palliyath	Electronics Engineering	Quantiphi	862
83	Jenil Mayank Dave	Electronics Engineering	ISS	863
84	Nidhi Khanorkar	Electronics Engineering	Quantiphi	865
85	Bhavika Vaishnavi	Electronics Engineering	JP Morgan Chase & Co.	879
86	Sruthi Shivaramakrishnan	Electronics Engineering	JP Morgan Chase & Co.	899
87	Shivam Thakur	Electronics Engineering	JP Morgan Chase & Co.	916
88	Mayur Kumar	Electronics Engineering	JP Morgan Chase & Co.	931



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89	Dhvanik Vinod Makwana	Electronics Engineering	Baker Hughes	932
90	Rani Tibdewal	Electronics Engineering	JP Morgan Chase & Co.	937
91	Aditi Bagwe	Electronics Engineering	JP Morgan Chase & Co.	939
92	Chetana Kamalkar	Electronics Engineering	JP Morgan Chase & Co.	955
93	Sayali Ayre	Electronics Engineering	JP Morgan Chase & Co.	957
94	Sarvesh Jare	Electronics Engineering	BNP Paribas	972
95	Hitanshu Jain	Electronics Engineering	Transunion	973
96	Imaz Chandiwala	Electronics Engineering	Deloitte	975
97	Ashish Jingar	Electronics Engineering	Oracle	1002
98	Parth lende	Electronics Engineering	Oracle	1005
99	Sahil Nitin Patil	Electronics Engineering	Larsen & Toubro Infotech	1008
100	Pooja Ganesh Khismatraq	Electronics Engineering	Larsen & Toubro Infotech	1009
101	Vivek Thakkar	Electronics Engineering	Ugam	1011
102	Pujan Ishwar Soni	Electronics Engineering	JP Morgan Chase & Co.	1012
103	Param Mehta	Electronics Engineering	Om Partner	1014
104	Tejal Subhash Dadas	Electronics Engineering	Axis bank	1019
105	Pushkar Sutar	Electronics Engineering	JP Morgan Chase & Co.	1021
106	Manas Tiwari	Electronics Engineering	JP Morgan Chase & Co.	1036
107	Shubham Sawant	Electronics Engineering	Oracle	1037
108	Pulkit Chaudhari	Electronics Engineering	Deutsche Bank	1038
109	Janhavi Ramesh Dabhane	Electronics Engineering	JP Morgan Chase & Co.	1040
110	Shubham Hule	Electronics Engineering	JP Morgan Chase & Co.	1041



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111	Darshan Tater	Electronics Engineering	JP Morgan Chase & Co.	1042
112	Vedant Bhangale	Electronics Engineering	JP Morgan Chase & Co.	1044
113	Vinay Polewar	Electronics Engineering	JP Morgan Chase & Co.	1046
114	Omkar Shinde	Electronics Engineering	JP Morgan Chase & Co.	1048
115	Ojas Pal	Electronics Engineering	Nomura	1049
116	Varun Kamat	Electronics Engineering	Baker Hughes	1050
117	Niharika Mehta	Electronics Engineering	JP Morgan Chase & Co.	1051
118	Aditya Patwardhan	Electronics Engineering	Interactive Brokers	1052
119	Samay Gada	Electronics Engineering	Wohlig Transformations	1053
120	Sandeep Suthar	Electronics Engineering	IDFy	1054
121	Shraddha B	Electronics Engineering	BDO India	1055
122	Sneha Gughe	Electronics Engineering	GEP	1056
123	Rahul Parab	Electronics Engineering	BDO India	1057
124	Vaibhav Raina	Electronics Engineering	Deloitte	1059
125	Dhananjay Avinash Salunke	Information Technology	Quantiphi	1062
126	Amogh Godbole	Information Technology	JP Morgan Chase & Co.	1073
127	Akash Yadav	Information Technology	PhonePe	1088
128	Aayush Kawathekar	Information Technology	GEP	1089
129	Aditya Himanshu Bapat	Information Technology	Wohlig Transformations	1093
130	Jeet Mistry	Information Technology	JP Morgan Chase & Co.	1101
131	Rishabh Vira	Information Technology	IDfy	1116
132	Prathamesh Bhoi	Information Technology	Quantiphi	1119
133	Kadambari Suresh Patangrao	Information Technology	MSCI	1130



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134	Vishal Gondke	Information Technology	Nomura	1137
135	Hrishikesh Lamdade	Information Technology	Dolat Capital	1141
136	Shweta Rajendra Chavan	Information Technology	JP Morgan Chase & Co.	1144
137	Aditi Bhosale	Information Technology	Amazon	1159
138	Anushka Agrawal	Information Technology	JP Morgan Chase & Co.	1173
139	Sarthak Nasit	Information Technology	WorkIndia	1177
140	Pranav Kumar	Information Technology	WorkIndia	1188
141	Kalpesh Uttam Gadhari	Information Technology	UtopiaTech	1190
142	Kushal Shah	Information Technology	MSCI	1191
143	Tanvi Sunil Pen	Information Technology	Merkle	1215
144	Limark Dcunha	Information Technology	MSCI	1209
145	Shraddha Thaker	Information Technology	JP Morgan Chase & Co.	1225
146	Aakash Sondagar	Information Technology	Wohlig Transformation	1240
147	Sandesh Banka	Information Technology	BDO India	1247
148	Shria Srivastava	Information Technology	JP Morgan Chase & Co.	1249
149	Rhugweda Shedge	Information Technology	Siemens Industry Software	1265
150	Joy Almeida	Information Technology	Barclays	1268
151	Shruti Shetty	Information Technology	Quantiphi	1289
152	Sarika Gorakhnath Shete	Information Technology	JP Morgan Chase & Co.	1299
153	Mohsin Kamruddin Chougale	Information Technology	Mehta Family School	1318
154	Venkata Jyothula Revanth	Information Technology	Element Digital	1319
155	Pankaj Pandurang Gaikwad	Information Technology	Digiklug	1321
156	Aartee Ramdas	Information Technology	Skillcoup	1325



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157	Omkar Sudhakar Bandgar	Information Technology	Markytics	1326
158	Pratik Khandelwal	Information Technology	JP Morgan Chase & Co.	1329
159	Arjun Pansare	Information Technology	JP Morgan Chase & Co.	1330
160	Abha Gawande	Information Technology	Work India	1331
161	Manan Savla	Information Technology	Work India	1332
162	Mansi Dwivedi	Information Technology	Deutsche Bank	1333
163	Sakshi Shah	Information Technology	Deutsche Bank	1334
164	Sachin Vishwakarma	Information Technology	Deutsche Bank	1335
165	Dishita Ashar	Information Technology	JP Morgan Chase & Co.	1337
167	Larren Dsouza	Information Technology	JP Morgan Chase & Co.	1339
168	Gokul Ramanan	Information Technology	JP Morgan Chase & Co.	1340
169	Yug Jain	Information Technology	JP Morgan Chase & Co.	1341
170	Pranjal Patil	Information Technology	JP Morgan Chase & Co.	1342
171	Sahil Sawant	Information Technology	JP Morgan Chase & Co.	1343
172	Vedant	Information Technology	JP Morgan Chase & Co.	1344
173	Nupur Gupte	Information Technology	ISS	1345
174	Omkar Bandgar	Information Technology	Barclays	1347
175	Arnav Ekapure	Information Technology	Barclays	1347
176	Kunal Kadam	Information Technology	Barclays	1351
177	Gaurav Parulekar	Information Technology	Barclays	1353
178	Atharva J Ranade	Information Technology	Barclays	1355
179	Rohan Sodha	Information Technology	Barclays	1357



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180	Aditya Shashibhushan Wairkar	Information Technology	Barclays	1359
181	Sarang Satishrao Yogi	Information Technology	Barclays	1361
182	Pratima Singh	Information Technology	Barclays	1363
183	Mitali Patel	Information Technology	JP Morgan Chase & Co.	1364
184	Devansh Rathod	Information Technology	JP Morgan Chase & Co.	1365
185	Mayuri ghuge	Information Technology	Siemens	1366
186	Dhruvi Gopani	Information Technology	Wohlig Transformations	1367
187	Sirsat Anushka Gajanan	Information Technology	IIFL Wealth Management Ltd.	1368
188	Sharli Kude	Information Technology	TSystems	1369
189	Aayushi Masurekar	Information Technology	Vesor Investments	1370
190	Aamey Pawanarkar	Information Technology	Vesor Investments	1371
191	Sachin Bagoriya	Information Technology	Quantiphi	1372
192	Aniket Garud	Information Technology	Colgate	1374
193	Shreya Shetty	Information Technology	GEP	1375
194	Smriti Venkat Islur	Electronics & Telecommunication Engineering	Quantiphi	1377
195	Ayush Manoj Sharma	Electronics & Telecommunication Engineering	Nomura	1388
196	Yogesh Dashrath Kadam	Electronics & Telecommunication Engineering	Transunion	1392
197	Niraj Suresh Dhodi	Electronics & Telecommunication Engineering	Transunion	1393
198	Abhinav Pallayil	Electronics & Telecommunication Engineering	GEP	1394
199	Jayesh Vikas Bane	Electronics & Telecommunication Engineering	Quantiphi	1397
200	Richa Motwani	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1409
201	Sarvesha Rajendra Shinde	Electronics & Telecommunication Engineering	Quantiphi	1424
202	Deeksha Pal	Electronics & Telecommunication Engineering	MSCI	1426



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203	Dhiraj Shashikant Choudhari	Electronics & Telecommunication Engineering	BDO	1431
204	Rohit Mansingrao Desai	Electronics & Telecommunication Engineering	QR Systems LLP	1432
205	Aniket Gawade	Electronics & Telecommunication Engineering	Enfusion	1448
206	Shraddha Mishra	Electronics & Telecommunication Engineering	Colgate	1450
207	Shweta Choudhary	Electronics & Telecommunication Engineering	Amazon	1451
208	Prerna Arora	Electronics & Telecommunication Engineering	WorkIndia	1452
209	Yugandhara Dattatray Wadikar	Electronics & Telecommunication Engineering	BNP Paribas	1454
210	Purva Kale	Electronics & Telecommunication Engineering	WorkIndia	1458
211	Husain Challawala	Electronics & Telecommunication Engineering	ISS	1460
212	Keshav Thosar	Electronics & Telecommunication Engineering	Baker Hughes	1462
213	Snehal Gadge	Electronics & Telecommunication Engineering	Nomura	1464
214	Gaurav Panchal	Electronics & Telecommunication Engineering	MSCI	1468
215	Yuvraj Purohit	Electronics & Telecommunication Engineering	Baker Hughes	1492
216	Vishal Shankarlal Lohar	Electronics & Telecommunication Engineering	Transunion	1496
217	Hiten Santosh Bafna	Electronics & Telecommunication Engineering	Nomura	1497
218	Nimrat Kaur Amar Pal Singh	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1502
219	Oindrella Ghosh	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1518
220	Gauri Pethkar	Electronics & Telecommunication Engineering	ISS	1533
221	Aryan Mayur Dali	Electronics & Telecommunication Engineering	Quantiphi	1535
222	Pranay Dharmendra Tiwari	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1547
223	Rutuja Ramesh Thorat	Electronics & Telecommunication Engineering	OMP	1563
224	Chris Paul	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1570
225	Sohel Datta	Electronics & Telecommunication Engineering	S. Electricals and Electronics	1585



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226	Ritik Durga Nath Koul	Electronics & Telecommunication Engineering	Colgate	1586
227	Ishika Rajesh Raghuvanshi	Electronics & Telecommunication Engineering	iPerformance	1587
228	Saikrishna N Muralidaran	Electronics & Telecommunication Engineering	Zest	1590
229	Vishruth Pankaj Chokshi	Electronics & Telecommunication Engineering	EdgeLabs	1593
230	Niranjan Vijay Badhe	Electronics & Telecommunication Engineering	Espressif	1594
231	Anupriya Subhankar Dasgupta	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1598
232	Shivam Dhansukh Patel	Electronics & Telecommunication Engineering	SEAMBooks	1613
233	Kaustubh Janardan Mhatre	Electronics & Telecommunication Engineering	Baker Hughes	1616
234	Hargobind Mohinder Singh	Electronics & Telecommunication Engineering	Surmount	1619
235	Maitri Vora	Electronics & Telecommunication Engineering	Deutsche Bank	1620
236	Siddharth Mohanty	Electronics & Telecommunication Engineering	PhonePe	1621
237	Pranav Swaminathan	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1623
238	Swapnil Mandavilli	Electronics & Telecommunication Engineering	Quantiphi	1625
239	Parth Bywar	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1626
240	Jai Damani	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1627
241	Sanskars Laddha	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1629
242	Sara Sheth	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1631
243	Khushi Agrawal	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1632
244	Aditi Mahendra Chaturvedi	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1633
245	Sanskriti Joshi	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1634
246	Utsav Panchal	Electronics & Telecommunication Engineering	ISS	1635
247	Sreejit Chatterjee	Electronics & Telecommunication Engineering	JP Morgan Chase	1637



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			& Co.	
248	Atharva Sonavane	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1638
249	Sneha Savarkar	Electronics & Telecommunication Engineering	JP Morgan Chase & Co.	1639
250	Keshav Thosar	Electronics & Telecommunication Engineering	Baker Hughes	1640
251	Mandar Godambe	Electronics & Telecommunication Engineering	ICICI Lombard General Insurance Company Lombard	1641
252	Mohammed Saud Sayed	Electronics & Telecommunication Engineering	ICICI Lombard General Insurance Company Lombard	1642
253	Dylan Dsouza	Electronics & Telecommunication Engineering	Transunion	1643
254	Darshan Somani	Electronics & Telecommunication Engineering	Vesor Investments	1644
255	Ishika Raipure	Electronics & Telecommunication Engineering	Oracle	1646
256	Nachiket Sankhe	Electronics & Telecommunication Engineering	Oracle	1648
257	Blessed Sam Joshua	Electronics & Telecommunication Engineering	Quantiphi	1650
258	Devvrat Suktel	Master of Computer Applications	BNP Paribas	1651
259	Ganesh Jagannath Chaudhari	Master of Computer Applications	BNP Paribas	1655
260	Jalaj Porwal	Master of Computer Applications	BNP Paribas	1659
261	Jay Umesh Oswal	Master of Computer Applications	BNP Paribas	1661
262	Pratish Mangalsing Padvi	Master of Computer Applications	BNP Paribas	1665
263	Rutik Bhupal Dhere	Master of Computer Applications	BNP Paribas	1667
264	Saieal Mahendra Sawant	Master of Computer Applications	BNP Paribas	1670
265	Shashank Basant Agrawal	Master of Computer Applications	BNP Paribas	1672
266	Shubham Sangratna Patil	Master of Computer Applications	BNP Paribas	1676
267	Tejas Shailendra Kamble	Master of Computer Applications	BNP Paribas	1677
268	Vaibhav Balasaheb Kamble	Master of Computer Applications	BNP Paribas	1681



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269	Parnika Tewari	Master of Computer Applications	Colgate	1685
270	Vyankatesh Badriprasad Wable	Master of Computer Applications	Colgate	1686
271	Omkar Vikas Ingle	Master of Computer Applications	CRISIL	1687
272	Prashant Pradeep Gowda	Master of Computer Applications	CRISIL	1693
273	Sagar Vinod Kesharwani	Master of Computer Applications	CRISIL	1699
274	Sakshi Ashok Parkar	Master of Computer Applications	CRISIL	1705
275	Sakshi Sadanand Naik	Master of Computer Applications	CRISIL	1711
276	Sandesh Shivaji Shivane	Master of Computer Applications	CRISIL	1717
277	Devika Uday Patil	Master of Computer Applications	Ganit	1719
278	Prashant Bhupendra Pratap Singh	Master of Computer Applications	General Mills	1720
279	Mukesh Ananth Pillai	Master of Computer Applications	IDfy	1722
280	Prithviraj Sathyajit	Master of Computer Applications	IDfy	1724
281	Utkarsh Dipak Doras	Master of Computer Applications	MSCI	1726
282	Mahima Agrahari	Master of Computer Applications	Nomura	1748
283	Nikhil Ashok Maurya	Master of Computer Applications	Nomura	1752
284	Ritik Rajendra Maheshwari	Master of Computer Applications	Nomura	1756
285	Titas De	Master of Computer Applications	Nomura	1760
286	Vishal Devidas Padme	Master of Computer Applications	Nomura	1764
287	Shivani Dharamarajan Eranjikal	Master of Computer Applications	Quantiphi	1768
288	Tirsha Asim Das	Master of Computer Applications	Quantiphi	1771
289	Jasmit Pravin Gharat	Master of Computer Applications	Saint Gobain	1774
290	Payal Milind Save	Master of Computer Applications	Saint Gobain	1775
291	Raashi Gupta	Master of Computer Applications	Saint Gobain	1776
292	Neha Sabrin Saleem	Master of Computer Applications	Prodigy DX	1777



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	T K			
293	Haresh Ananta Gayakhe	Master of Computer Applications	Code B Solutions	1780

Morgan Stanley

PRIVATE AND CONFIDENTIAL

October 03, 2022

Rutvik Vipin Choudhari
Sardar Patel Institute of Technology

Dear Rutvik,

Confirming our discussions, we are pleased to offer you employment at Morgan Stanley Advantage Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of Analyst in Technology in either Mumbai or Bengaluru; you will be notified of your actual work location prior to your start date.

Total Reward

As an employee of the Firm you will receive an annual Total Reward comprising (1) Base Salary (as defined below) and (2) discretionary above base compensation which may be awarded at fiscal year-end (referred to below as "year-end bonus"). Your Total Reward is inclusive of compensation for all work performed, including any overtime.

Your discretionary year-end bonus, if any, may be payable partially in cash and partially in the form of long-term incentive compensation. There are further details about the conditions of long-term incentive awards below. Your Total Reward will be determined as a part of the compensation review process at the end of each fiscal year. In deciding whether to award any discretionary year-end bonus and the amount of any such bonus, the Firm may take account of factors including (but not limited to) business and market conditions, the profitability and performance of Morgan Stanley and your division, your individual performance, conduct (including compliance with the Firm's principles, policies and procedures) and potential, the strategic objectives of Morgan Stanley, your business unit and team and the associated value attributed to your role and whether you will be remaining in employment with the Firm. In order to be eligible for a year-end bonus award you must be employed and performing duties at the time bonuses are communicated to similarly situated employees and not have given or been given notice of termination prior to such date. Further details about the conditions of year-end bonus awards are contained in the India Employee Handbook. The cash portion of any discretionary year-end bonus is payable when year-end cash bonuses are paid to other similarly situated employees, and in no event later than March 15 in the year following the relevant fiscal year. All payments are subject to applicable withholdings and deductions.

For fiscal year 2023, your CTC (cost to company) consists of your Base Salary (in the components shown below) plus employer's contribution to Provident Fund. For your reference, our projection of the discretionary year-end bonus you can expect to earn this year, based on our expectations of your performance, is also stated below.

A.	Basic Salary	INR 6,50,000.00	per annum
B.	Allowances	INR 6,50,000.00	per annum
C.	BASE SALARY (A+B)	INR 13,00,000.00	per annum
D.	Provident Fund	INR 78,000.00	per annum
E.	TOTAL CTC (C+D)	INR 13,78,000.00	per annum
F.	Projected Discretionary Year-end Bonus	INR 1,95,000.00	per annum
PROJECTED TOTAL COMPENSATION (E+F)		INR 15,73,000.00	per annum



[Signature]

Morgan Stanley

Please note that the Allowances amount includes a fixed Conveyance Allowance of INR 19,200 p.a. and the balance would be Housing Rent Allowance. Leave Travel Allowance and contribution to National Pension Scheme are permissible under the current flexi compensation program which if opted for, would be from your balance Housing Rent allowance. All components of Base Salary (excluding Leave Travel Allowance (if any)) will be paid in monthly installments. Both your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of the fiscal year.

As mentioned above, consistent with Morgan Stanley's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as Morgan Stanley restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Morgan Stanley compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the grant and vesting dates of the award.

Special Awards

In addition to the foregoing, you will be eligible to receive a Sign On/Retention Award (the "Award"). The Award will be payable in four instalments, as follows:

Instalment Date	Award
Employment commencement date ("Start Date")	INR 2,00,000
First anniversary of the Start Date	INR 1,00,000
Second anniversary of the Start Date	INR 3,00,000
Third anniversary of the Start Date	INR 3,00,000

Each instalment of the Award ("Instalment") will be paid, at the latest, in the pay run in the month following the relevant Instalment Date (less applicable withholdings and deductions) conditional upon your performance and conduct being satisfactory to the Firm and also upon your being in employment with the Firm, and not under notice for any reason whatsoever, as at the relevant Instalment Date.

If either (a) the Firm terminates your employment for reasons other than redundancy (as determined by the Firm); or (b) you resign or give notice of resignation for any reason whatsoever, and in either case within 12 months of payment of an Instalment, you will repay the gross Instalment on demand and in any event prior to your last day of employment¹. This Sign-On Bonus will not constitute part of your Total Reward.

¹[1] Clarification on local income tax adjustment: Irrespective of whether the amounts are repaid in the same India Financial Year ("FY") as they were received or are repaid in a different FY to the FY in which they were received, the Firm will not be able to make any Income Tax related adjustment – to Gross Income or Income Tax. However, in both cases the Firm will provide the Employee with an acknowledgment towards the repayment. The Employee will need to liaise with the local income tax department in his/her personal capacity to re-claim income tax paid on the gross amount returned, as may be allowable".



Morgan Stanley

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Expenses incurred by you, your spouse and children (up to 25 years) for treatment of an illness while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home, will be paid for in accordance with Morgan Stanley's Hospital Plus Plan, subject to a total annual limit of INR 1,600,000 per family (INR 400,000 is automatically allocated while the next INR 1,200,000 gets allocated from an Organization Floater, based on the firm's discretion).
- Gratuity and other benefits (including accident insurance and life insurance) in accordance with legal requirements and Morgan Stanley's policies in effect, and as may be amended from time to time.

You will also be entitled to paid annual leave of 23 working days each calendar year (January 1 to December 31), prorated for any partial year of employment.

As indicated above, you may be employed in the Firm's offices in either Mumbai or Bengaluru. You may be eligible for relocation assistance in respect of your move from your home to your assigned work location. If applicable, Human Resources will provide you with details of the available relocation benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its or their sole discretion, all benefit and compensation plans in effect from time to time.

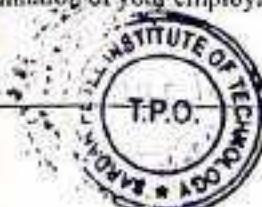
Obligation to Observe Rules and Policies

Regular office hours at Morgan Stanley are 9:00 am to 6:00 pm. Morgan Stanley reserves the right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, from one Morgan Stanley group company to another (company in this case refers to associate or subsidiary companies that are in existence as of today and that may come into existence any time in future anywhere in India or abroad).

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the Morgan Stanley Code of Conduct and other policies relating to your employment as may be issued, updated, varied and supplemented ("Morgan Stanley Policies"). For the avoidance of doubt, this includes the Firm's Global Employee Trading and Investing Policy, which places certain restrictions on your personal security dealings, brokerage accounts, and outside business interests, as well as on the personal security dealings and brokerage accounts of your spouse, dependents and any other persons to whose financial support you or your spouse contribute or whose investment decisions you or your spouse could otherwise influence. Any violation of Morgan Stanley Policies may subject you to disciplinary action, up to and including dismissal.

A copy of the Employee Handbook is enclosed herewith. On the final page you will find an acknowledgment form that you are to complete and return to Human Resources. In addition you will receive a copy of the Code of Conduct electronically after you commence your employment and your continued employment is conditional upon you completing an electronic acknowledgement on receipt of this document.

In accordance with Morgan Stanley's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any



Morgan Stanley

unauthorized use of documents or other information, which are confidential, trade secret or proprietary information ("Confidential Information"). Likewise, you may not bring onto Morgan Stanley premises any Confidential Information relating to any prior employers' business.

Probation and Notice

Your employment is subject to a probationary period as described in the Employee Handbook. The notice period for termination of your employment is 7 days during the initial probationary period and 14 days during any extended probationary period. The Firm reserves the right to provide payment in lieu of notice in either case.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice. The Firm reserves the right to provide payment in lieu of notice. The Firm further reserves the right to require you, for part or all of the notice of termination period for which you remain an employee, not to perform any duties and remain away from Morgan Stanley premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence employment or take any action in preparation to commence employment with any company or other business during this period.

Additional steps

Your employment is contingent upon your successfully completing your current studies (Bachelor degree/Masters degree/PhD) and providing the Firm with graduation/degree certificates and such other evidence of your successful completion of your current studies as the Firm may require. The evidence must be provided within 6 months of the commencement of your employment.

Your employment is also contingent upon a number of additional steps in the employment process including, but not limited to, a background check and the procurement of any necessary licenses or permits (including a visa, if required) required for your employment. The Firm reserves the right to adjust your proposed starting date or details pertaining to the contract based on the completion of these steps.

- To facilitate the pre-employment screening process, you are required to complete the relevant background check profile forms and submit personal credentials to the Firm's Corporate Security team. You will receive the relevant forms and instructions on this process via email shortly after we receive your acceptance of this offer. The Firm reserves the right to delay your start date in the event your background check is not timely completed. Pursuant to this check, you are also required to submit to Human Resources appropriate proof of successful completion of your present level of education.
- You are also required to show proof of citizenship and/or the appropriate right-to-work documentation on or before your first day of work. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources to arrange for your visa/work permit application.
- You must also procure any registration or licensing required by the relevant regulatory authority for a person filling your particular position. Please contact the Compliance Department if you need to confirm whether this will be required of you.

If you commence employment with the Firm prior to your provision of evidence of your successful completion of your current studies and/or satisfactory completion of the pre-employment screening process, your continued employment will remain conditional on the provision of such evidence/satisfactory completion of that process.



Morgan Stanley

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the plan documents or insurance contracts, the relevant plan documents or insurance documents control. The Firm reserves the right to review, modify or amend your terms and conditions of employment from time to time as circumstances may require.

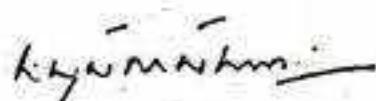
Your employment is governed by the laws of India and you and the Firm submit to the exclusive jurisdiction of its courts and tribunals.

We ask that you confirm your acceptance by clicking on the relevant button within the Firm's online Application Center and entering your name as an e-signature. We recommend you save a copy of this offer letter for your records.

In the event that we do not receive your acceptance on or before October 08, 2022, we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Further, the Firm's offer is conditional upon you commencing employment with the Firm on or before August 11, 2023 or such other date as may be agreed in writing by the Firm. Again, this offer will lapse if you are unable to commence employment on or before this date.

If you have questions regarding the above, please feel free to call Madhura Gidkar at 022 66411521 or Rajiv MG at 080 61047561 in the Human Resources Department.

Sincerely,
For and behalf of Morgan Stanley Advantage Services Private Limited



Rajat Mathur
Authorized Signatory



Morgan Stanley**PRIVATE AND CONFIDENTIAL**

October 03, 2022

Aditya Kamlesh Motwani
Sardar Patel Institute of Technology

Dear Aditya,

Confirming our discussions, we are pleased to offer you employment at Morgan Stanley Advantage Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of Analyst in Technology in either Mumbai or Bengaluru; you will be notified of your actual work location prior to your start date.

Total Reward

As an employee of the Firm you will receive an annual Total Reward comprising (1) Base Salary (as defined below) and (2) discretionary above base compensation which may be awarded at fiscal year-end (referred to below as "year-end bonus"). Your Total Reward is inclusive of compensation for all work performed, including any overtime.

Your discretionary year-end bonus, if any, may be payable partially in cash and partially in the form of long-term incentive compensation. There are further details about the conditions of long-term incentive awards below. Your Total Reward will be determined as a part of the compensation review process at the end of each fiscal year. In deciding whether to award any discretionary year-end bonus and the amount of any such bonus, the Firm may take account of factors including (but not limited to) business and market conditions, the profitability and performance of Morgan Stanley and your division, your individual performance, conduct (including compliance with the Firm's principles, policies and procedures) and potential, the strategic objectives of Morgan Stanley, your business unit and team and the associated value attributed to your role and whether you will be remaining in employment with the Firm. In order to be eligible for a year-end bonus award you must be employed and performing duties at the time bonuses are communicated to similarly situated employees and not have given or been given notice of termination prior to such date. Further details about the conditions of year-end bonus awards are contained in the India Employee Handbook. The cash portion of any discretionary year-end bonus is payable when year-end cash bonuses are paid to other similarly situated employees, and in no event later than March 15 in the year following the relevant fiscal year. All payments are subject to applicable withholdings and deductions.

For fiscal year 2023, your CTC (cost to company) consists of your Base Salary (in the components shown below) plus employer's contribution to Provident Fund. For your reference, our projection of the discretionary year-end bonus you can expect to earn this year, based on our expectations of your performance, is also stated below.

A.	Basic Salary	INR 6,50,000.00	per annum
B.	Allowances	INR 6,50,000.00	per annum
C.	BASE SALARY (A+B)	INR 13,00,000.00	per annum
D.	Provident Fund	INR 78,000.00	per annum
E.	TOTAL CTC (C+D)	INR 13,78,000.00	per annum
F.	Projected Discretionary Year-end Bonus	INR 1,95,000.00	per annum
PROJECTED TOTAL COMPENSATION (E+F)		INR 15,73,000.00	per annum



Morgan Stanley

Please note that the Allowances amount includes a fixed Conveyance Allowance of INR 19,200 p.a. and the balance would be Housing Rent Allowance. Leave Travel Allowance and contribution to National Pension Scheme are permissible under the current flexi compensation program which if opted for, would be from your balance Housing Rent allowance. All components of Base Salary (excluding Leave Travel Allowance (if any)) will be paid in monthly installments. Both your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of the fiscal year.

As mentioned above, consistent with Morgan Stanley's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as Morgan Stanley restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Morgan Stanley compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the grant and vesting dates of the award.

Special Awards

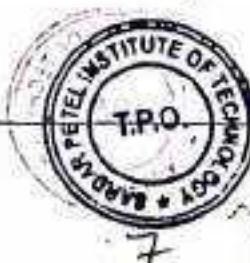
In addition to the foregoing, you will be eligible to receive a Sign On/Retention Award (the "Award"). The Award will be payable in four instalments, as follows:

Instalment Date	Award
Employment commencement date ("Start Date")	INR 2,00,000
First anniversary of the Start Date	INR 1,00,000
Second anniversary of the Start Date	INR 3,00,000
Third anniversary of the Start Date	INR 3,00,000

Each instalment of the Award ("Instalment") will be paid, at the latest, in the pay run in the month following the relevant Instalment Date (less applicable withholdings and deductions) conditional upon your performance and conduct being satisfactory to the Firm and also upon your being in employment with the Firm, and not under notice for any reason whatsoever, as at the relevant Instalment Date.

If either (a) the Firm terminates your employment for reasons other than redundancy (as determined by the Firm); or (b) you resign or give notice of resignation for any reason whatsoever, and in either case within 12 months of payment of an Instalment, you will repay the gross Instalment on demand and in any event prior to your last day of employment. This Sign-On Bonus will not constitute part of your Total Reward.

"[1] Clarification on local income tax adjustment: Irrespective of whether the amounts are repaid in the same India Financial Year ("FY") as they were received or are repaid in a different FY to the FY in which they were received, the Firm will not be able to make any Income Tax related adjustment – to Gross Income or Income Tax. However, in both cases the Firm will provide the Employee with an acknowledgment towards the repayment. The Employee will need to liaise with the local income tax department in his/her personal capacity to re-claim income tax paid on the gross amount returned, as may be allowable".



Morgan Stanley

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Expenses incurred by you, your spouse and children (up to 25 years) for treatment of an illness while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home, will be paid for in accordance with Morgan Stanley's Hospital Plus Plan, subject to a total annual limit of INR 1,600,000 per family (INR 400,000 is automatically allocated while the next INR 1,200,000 gets allocated from an Organization Floater, based on the firm's discretion).
- Gratuity and other benefits (including accident insurance and life insurance) in accordance with legal requirements and Morgan Stanley's policies in effect, and as may be amended from time to time.

You will also be entitled to paid annual leave of 23 working days each calendar year (January 1 to December 31), prorated for any partial year of employment.

As indicated above, you may be employed in the Firm's offices in either Mumbai or Bengaluru. You may be eligible for relocation assistance in respect of your move from your home to your assigned work location. If applicable, Human Resources will provide you with details of the available relocation benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its or their sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at Morgan Stanley are 9:00 am to 6:00 pm. Morgan Stanley reserves the right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, from one Morgan Stanley group company to another (company in this case refers to associate or subsidiary companies that are in existence as of today and that may come into existence any time in future anywhere in India or abroad).

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the Morgan Stanley Code of Conduct and other policies relating to your employment as may be issued, updated, varied and supplemented ("Morgan Stanley Policies"). For the avoidance of doubt, this includes the Firm's Global Employee Trading and Investing Policy, which places certain restrictions on your personal security dealings, brokerage accounts, and outside business interests, as well as on the personal security dealings and brokerage accounts of your spouse, dependents and any other persons to whose financial support you or your spouse contribute or whose investment decisions you or your spouse could otherwise influence. Any violation of Morgan Stanley Policies may subject you to disciplinary action, up to and including dismissal.

A copy of the Employee Handbook is enclosed herewith. On the final page you will find an acknowledgement form that you are to complete and return to Human Resources. In addition you will receive a copy of the Code of Conduct electronically after you commence your employment and your continued employment is conditional upon you completing an electronic acknowledgement on receipt of this document.

In accordance with Morgan Stanley's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any



Morgan Stanley

unauthorized use of documents or other information, which are confidential, trade secret or proprietary information ("Confidential Information"). Likewise, you may not bring onto Morgan Stanley premises any Confidential Information relating to any prior employers' business.

Probation and Notice

Your employment is subject to a probationary period as described in the Employee Handbook. The notice period for termination of your employment is 7 days during the initial probationary period and 14 days during any extended probationary period. The Firm reserves the right to provide payment in lieu of notice in either case.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice. The Firm reserves the right to provide payment in lieu of notice. The Firm further reserves the right to require you, for part or all of the notice of termination period for which you remain an employee, not to perform any duties and remain away from Morgan Stanley premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence employment or take any action in preparation to commence employment with any company or other business during this period.

Additional steps

Your employment is contingent upon your successfully completing your current studies (Bachelor degree/Masters degree/PhD) and providing the Firm with graduation/degree certificates and such other evidence of your successful completion of your current studies as the Firm may require. The evidence must be provided within 6 months of the commencement of your employment.

Your employment is also contingent upon a number of additional steps in the employment process including, but not limited to, a background check and the procurement of any necessary licenses or permits (including a visa, if required) required for your employment. The Firm reserves the right to adjust your proposed starting date or details pertaining to the contract based on the completion of these steps.

- To facilitate the pre-employment screening process, you are required to complete the relevant background check profile forms and submit personal credentials to the Firm's Corporate Security team. You will receive the relevant forms and instructions on this process via email shortly after we receive your acceptance of this offer. The Firm reserves the right to delay your start date in the event your background check is not timely completed. Pursuant to this check, you are also required to submit to Human Resources appropriate proof of successful completion of your present level of education.
- You are also required to show proof of citizenship and/or the appropriate right-to-work documentation on or before your first day of work. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources to arrange for your visa/work permit application.
- You must also procure any registration or licensing required by the relevant regulatory authority for a person filling your particular position. Please contact the Compliance Department if you need to confirm whether this will be required of you.

If you commence employment with the Firm prior to your provision of evidence of your successful completion of your current studies and/or satisfactory completion of the pre-employment screening process, your continued employment will remain conditional on the provision of such evidence/satisfactory completion of that process.



Morgan Stanley

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the plan documents or insurance contracts, the relevant plan documents or insurance documents control. The Firm reserves the right to review, modify or amend your terms and conditions of employment from time to time as circumstances may require.

Your employment is governed by the laws of India and you and the Firm submit to the exclusive jurisdiction of its courts and tribunals.

We ask that you confirm your acceptance by clicking on the relevant button within the Firm's online Application Center and entering your name as an e-signature. We recommend you save a copy of this offer letter for your records.

In the event that we do not receive your acceptance on or before October 08, 2022, we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Further, the Firm's offer is conditional upon you commencing employment with the Firm on or before August 11, 2023 or such other date as may be agreed in writing by the Firm. Again, this offer will lapse if you are unable to commence employment on or before this date.

If you have questions regarding the above, please feel free to call Madhura Girkar at 022 66411521 or Rajiv MG at 080 61047561 in the Human Resources Department.

Sincerely,
For and behalf of Morgan Stanley Advantage Services Private Limited


Rajat Mathur
Authorized Signatory



3 C.E.

2022-23



PhonePe

13 June 2023

Shubham Goel

Mumbai

Dear Shubham,

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Software Engineer** at our **Pune, Maharashtra, India** office effective **17 July 2023**.

Your annual total cash compensation will be **INR 1,925,000 [Rupees Nineteen Lakhs And Twenty Five Thousand Only]**. Your compensation is mentioned in the attached Annexure-I.

You will be awarded ESOP worth INR 850,000 only under the PhonePe Stock Option Plan India 2022 (PSOP 2022). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities. The grant letter would additionally contain the number of ESOP units and price/unit amounting to INR 850,000 only, the price/unit will be based on valuation as on joining date.

Additionally, you will be eligible for a joining bonus of INR 500,000. This amount will be recoverable in full in case of your cessation of employment for any reason whatsoever from the company prior to completion of the first year of such employment.

In case you choose to leave PhonePe within 12 months from date of joining then all the relocation expenses incurred on actuals will be recovered in you full and final settlement. These relocation expenses include the travel and accommodation expenses incurred towards you and family, expenses towards local conveyance and movement of goods.

Either you or the Company shall be entitled to terminate your employment at any time as per this Agreement. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the nature of your employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

You may voluntarily resign from your employment at any time on giving to the Company 60 days prior written notice or pay salary in lieu thereof. However, the Company may at its sole discretion waive all or part of the notice or allow the employee to make payment to the Company in lieu of all or part of the notice period. In the event of promotion/role change for any reason, company's prevailing notice period policy as applicable to such new designation/role will apply.

Termination by the Company: Notwithstanding anything to the contrary contained herein, the Company is entitled to terminate your employment by giving you 60 days written notice or payment in lieu thereof. The Company would have the flexibility to either allow you to leave employment prior to the completion of any notice period upon payment of salary in lieu of such unserved notice period.



PhonePe Private Limited

Regd. Office: Unit No 001, Ground Floor, Bexcon House, Suron Road, Off Anchen-Kurla Road, Andheri (E), Mumbai, Maharashtra - 400093
 Corporate Office: Office-2, Floor 4, 5, 6, 7, Wing A, Block A, Salarpuria Sattva Zone, Service Road, Green Gates Layout, Bellandur, Bengaluru, Karnataka 560010

support@phonepe.com

022-40071201

www.phonepe.com

CIN: U67190MH2012PTC537657



Probation - For a period of one (1) month from your date of joining the company you shall be under probation. At the end of the probation your employment shall be deemed to be confirmed unless you have been issued a communication from the Company in writing extending your probation for a period decided by the Company. During the probation period, either party may terminate the employment at anytime, without assigning any reason, upon written notice to the other party of not less than seven (7) days or on payment of salary in lieu of the said notice period. Unless stated otherwise, there would not be any change in the terms of employment on confirmation.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by the company or an appropriate third party, and the results of such background checks being favorable in the company's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by the company. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Your work week may be five days or six days a week as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of your duties. You may also be required to attend duties on Public Holidays as per the exigencies of work and as permissible under applicable law. Ordinarily, your work week will not exceed 48 hours except in cases of exigency, in which case you will be informed by your supervisor of the need to work additional hours in compliance with the applicable laws.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavours to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in

PhonePe Private Limited

Regd. Office: Unit No 001, Ground Floor, Boston House, Suron Road, Off Kurla Road, Kurla (E), Mumbai, Maharashtra - 400093
Corporate Office: Office-2, Floor A, 5, 6, 7, Wing-A, Block-A, Salarpuria Sattva City, Bengaluru, Karnataka 560013

support@phonepe.com

022-40071201



www.phonepe.com

CIN: U67190MH2012PTC337657



connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company, or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the 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 or rights of the Company or of any other third party/s.

You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said Invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete:** During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company.

(b) **Solicit Business:** During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavour to solicit, influence or attempt to influence any client, existing or prospective customers or other persons directly or indirectly, to purchase his product in lieu of

PhonePe Private Limited

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Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(c) Solicit Personnel: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation.

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or wilfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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Corporate Office: Office-2, Floor 4, 5, 6, 7, Wing A, Block A, Salarpuria Sattva International School, Sector 1, Hinjewadi, Powai, Mumbai, Maharashtra - 400086
Bengaluru, Karnataka 560035



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Data Privacy and Protection

During the course of your employment with the Company, you may provide the Company with confidential data or personal information that can be linked to you personally, or otherwise personally identifies you, including without limitation your financial information, government identifiers, emails, addresses, telephone number, physical, physiological and mental health information, and medical records and history (Personal Data). You acknowledge that the Company may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Company's policies, to facilitate the conduct of the Company's business, to conduct background checks, for finance, accounting and marketing purposes or for quality and risk management purposes. The Company will Process your data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on your behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Company or any service provider on the Company's behalf. During the course of your employment with the Company, You may have access to Personal Data, including but not limited to that of Company's customers, employees, clients, vendors, or merchants, for the purposes of discharging your employment duties. You agree to comply fully with all applicable laws, regulations, and government orders relating to Personal Data and its protection as applicable to the Company including its Privacy policies. You shall at all times during or after the course of your employment act with utmost care and good faith to protect the Personal Data and not disclose or divulge any Personal Data to any third party or make use of any such Personal Data for your own benefit.



A handwritten signature in black ink, appearing to read "Uma".

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Bangalore, Karnataka 560103



If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

— DocuSigned by:

Sakshi Sharma

HRSC1PCP000000...

13-Jun-2023 | 9:36 AM PDT

Sakshi Sharma
Head HR Business Partner

I accept the above terms and conditions and shall abide by them.

Signature

— DocuSigned by:

216640F55C6456...

14-Jun-2023 | 8:57 PM IST

Name : Shubham Goel

"This is an electronically generated document, hence will not be printed on letter head material."

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Bangalore, Karnataka 560033

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Annexure I: Your Rewards Summary

Name : Shubham Geel
City : Mumbai

Compensation Structure	INR Annually
Total Base Pay (A)	1,925,000
Basic Salary	866,250
House Rent Allowance	433,125
Provident Fund (Employer's Contribution)	21,600
Leave Travel Allowance	24,000
Special Allowance	580,025
Total Cash Compensation (B)	1,925,000
Benefits Cost (C)	78,967
Insurance Cost	37,300
Gratuity	41,667
Cost To Company (D = B + C)	2,003,967
Stocks (E)	850,000
Your Rewards (D + E)	2,853,967

Note:

- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.



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FAQ on PhonePe ESOP Plan

Q1. Can you explain the terms Grant, Vesting & Exercise?

- **Grant** means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
- **PhonePe Option** means an option Granted to an Option Grantee pursuant to the PSOP, each of which gives such Option Grantee the right, but not an obligation, to purchase or subscribe for one Share.
- **Exercise** is the fulfillment of the right whereby the option holder gets the option converted into a share by paying the exercise price.

Q2. What does the PhonePe stock option mean ?

Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (India)

Q3. What is the current exercise price ?

The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q4. What are the vesting conditions of the options

The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q5. What is the expiry date of PhonePe ESOPs?

All PhonePe ESOPs will expire in 10 years from the date of grant.

Q6. Will ESOP Grants be taxed ?

As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:

- On Grant : No Tax
- On Vesting : No Tax
- On Exercise of Options : Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return.
- On sale of shares : The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares less cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q7. When can I sell my shares ?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your options.

Q8. What happens if an employee is on sabbatical leave ?

If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q9. What happens to my options in case of my death, Incapacitation or termination ?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacity, shall vest on that day.

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Bengaluru, Karnataka 560013

E-mail: esop@phonepe.com

Phone: +91 22 40071201

Website: www.phonepe.com

CIN: U67150MH2012PTC337657



- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non-adherence to the clauses in the appointment letter and employment agreement.

Q10. When will I get to know the number of units allocated to me and the per unit value?

You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities. This letter will carry the number of units along with the per unit price.



A handwritten signature is written over a solid black horizontal line.

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Phone: 022-40071201

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CIN: U57100MH2012PTC337657

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



JPMorgan

14-Mar-2023

Atharva Mohite
602, Shilpi CHS, Indraprastha Park,
Off 90 feet road, Mulund East
400081
MUMBAI
Maharashtra
INDIA

Dear Atharva Mohite,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in black ink, appearing to read "Atharva", written over a red ink mark.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



A handwritten signature in black ink, appearing to read "Vishal", is placed over a thick black diagonal line.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



A handwritten signature in black ink, appearing to read "Uma".

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.

b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.

c) "Restricted Client" means any person:

- who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
- with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
- but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



A handwritten signature in black ink, appearing to read 'M. S.', is written over a horizontal line.

d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- I. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- II. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- III. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- IV. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- V. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- VI. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law,
- VII. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay,
- VIII. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor,
- IX. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3543, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195(2)(a) of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan's rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and/or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").

- 2.1 personnel administration, including administration of certain employee benefits such as medical and



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Insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation,
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



A handwritten signature in black ink, appearing to read "Uma", is written over a solid horizontal line.

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Atharva Mohite

Accepted Date: 2023-03-14T06:41:50.524+00:00

IP Address: 159.53.78.141





Barclays Global Service Centre Private Limited
Registered Office: 5th to 12th Floor (Part)
Building G2
Gera Commerzone SEZ,
Survey No. 65,
Kharadi,
Pune - 411014
CIN - U72200PN2007FTC132479
Tel: +91 20 67160007; Fax: +91 20 67161600
www.barclays.com

30 May 2023

Adwait Ajaykumar Hegde
Sector 9/C-72/104, Shanti Nagar
Mira Road East
Thane
401107

Dear Adwait,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll



Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Adwait Ajaykumar Hegde
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above. In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift. You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune 411014. However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and / or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

**Qualifications/
Examinations**

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or



examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study.

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.



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Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to Insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accepted and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll
30 May 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282680
Contract Type: India Grad Offer Letter



Uma

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

 These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.


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Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside

(a) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

Duties

During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



A handwritten signature in black ink, appearing to read "M. S.", is written over a horizontal line.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other



- amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.
- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
 - 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
 - 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and / or
 - (b) Barclays or the relevant business unit has suffered a material failure of risk management,
- then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that, (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your



participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable



the Company to enjoy the full benefit of the Intellectual Property Rights; and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential Information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;



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- (f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;
- (g) budgets, management accounts, trading statements and other financial reports;
- (h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and
- (i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.



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Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:
- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or compensation whatsoever from the Company or the Barclays Group.



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(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms, including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or processes; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.

20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

- (a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or



was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 16.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or in connection with the termination.



23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse



25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



Uma

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

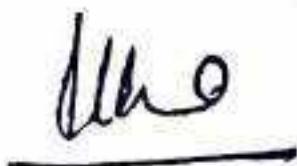
"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Adwin Ajaykumar Hegde

Offer electronically accepted on: May 30, 2023, 11:00 AM GMT+05:30

A handwritten signature in black ink, appearing to read "Adwin Ajaykumar Hegde".

2nd Dec 2022

Dear Tejal Yadav

I am delighted & excited to welcome you as Intern (UI/UX development with ML integration) for Skinzy Software Solutions Private Limited. We believe that our team is our biggest strength, and we take pride in hiring ONLY the best and the brightest. We are confident that you would play a significant role in the overall success of the venture and wish you the most enjoyable, learning packed, and truly meaningful job experience with us.

The duration of the internship is from 1st Jan 2023 to 31st June 2023. You will receive a monthly stipend of Rs.1K till the internship period. You will receive a certificate of completion at the end of the internship.

D.R.Kalbande
Director and Founder
Skinzy Software Solutions Pvt.Ltd.
SPTBI-SPIT-Mumbai.



A handwritten signature in blue ink, appearing to read "Meho".

Digiklug Solutions LLP
INTERNSHIP AGREEMENT

Dear Sumit Thakare,

It gives me pleasure to offer you an internship position at Digiklug Solutions LLP (the "Company"). In addition to confirming the offer, this letter will describe the terms and conditions of your internship.

Title: Your title will be Intern and you will report to Meenaz Balbale or as otherwise directed by the Company Directors

Duties: You will assist with:- Conceive, design and develop web and mobile applications based on the requirements given to you - Usability testing and documentation for our products - Apply newly created design language to web-based apps for products - Mobile App feature update or creation - Create and implement technical products and systems - Follow standard practices and procedures in analyzing situations or data - Writing and modifying programs, primarily using ReactJS, AngularJS, JavaScript, HTML, CSS, SQL and JQuery and other programming language, using Agile development methodology. Performing software quality assurance testing, SEO and participate in code reviews - Aiding with the business and economics side of the company if appropriate - Expanding our features, managing and developing our growing community of users, shaping our brand identity through our blog and social media, organizing great events, and much more!

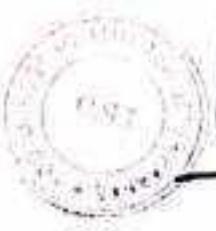
Effective Date: Your internship will begin on 2nd Jan 2023 and will end on 30th June 2023. During this period of internship, you adhere to work only on the project assigned to you and no additional projects.

Time Commitment: You are committing to 48 hours per week during the semester. Please let us know as far in advance as possible on details in case you plan days and times off.

Nature of Internship: By signing below, you acknowledge that you have consented to participate in this unpaid internship. Note that if credit is available from your institute for participation in an internship, we are glad to work with you to meet any requirements for receiving credit. On successful completion of the internship program, you will be awarded with an Internship Certificate.

You further acknowledge that: (1) the internship is for your benefit to receive training and mentoring, and to provide valuable experience for future job selection, application, and performance in the field of Information Technology; (2) you agree to work under the close observation of mentors at the Company; (3) unless advised otherwise, interns are not entitled to a job at the conclusion of the internship period; (4) you are not entitled to wages or other compensation other than your experience and learning for the time spent as an intern for the Company; and (5) you agree that the internship does not create an "employment" relationship under the Fair Labor Standards Act or any other definition, and the FLSA's minimum wage and overtime provisions do not apply.

Place of Work: You would be working remotely via home office or college lab and will not be provided with any physical work place. The tasks assigned to you would be tracked using project





management tools and through regular online status meeting through web conference.

At-Will Agreement: Your internship with the Company is "At-Will." Accordingly, this letter is not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation, continuation of internship or future employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining this internship. At any time, you or the Company can end this agreement by giving written notice (including by email) to the other party. Whenever this agreement ends, the Confidentiality & Copyrights Assignments section below will continue to apply indefinitely.

Representations: You represent that: (1) you are not a party to any agreement that would prohibit you from entering into internship or employment with the Company; (2) no trade secret or proprietary information belonging to your previous employers will be disclosed by you at the Company and that no such information, whether in the form of documents, memoranda, software, drawings, etc., will be retained by you or brought with you to the Company; and (3) you have brought to the Company's attention and provided it with a copy of any agreement, order of any court or administrative body or any other similar item that may impact your internship at the Company, including but not limited to any non-disclosure, non-competition, non-solicitation, privately owned patent or proprietary rights, either domestic or foreign or invention assignment agreements containing future work restrictions.

Confidentiality & Copyrights Assignments: During your internship and (if your internship is discontinued for any reason whatsoever) thereafter, you agree to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information (as defined below) that you obtain, access or create during the term of the internship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of yours or of others who were under confidentiality obligations as to the item or items involved. You further agree not to make copies of such Confidential Information except as authorized by the Company and that you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant you a license in or to any of the Confidential information.

"Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, employees, interns and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such interns, employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom you called or with whom you became acquainted during the internship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to you by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.



"Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. You understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. You understand that "Company Inventions" means any and all Inventions that you may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the internship.

You further agree to assign to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or can be registered under patent, copyright or similar laws, related to the Company's business, which you solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Company's equipment, supplies, facilities, assets, or Company Confidential Information, or which may arise out of any research or other activity created in the scope of this internship.

In consideration for your internship at the Company, and disclosure of the information, you also agree that: (1) on the end of your association with the Company, you will promptly return all Proprietary Information and all copies, extracts, and other objects or items in which it may be contained or embodied; (2) you will promptly notify the Company of any unauthorized release of Proprietary Information within your control; (3) you agree to follow the Company's strict policy that employees and interns must not disclose, either directly or indirectly, any information, including any of the terms of this letter, regarding compensation to any person, including other employees and interns of the Company; provided, however, that you may discuss the terms of this letter with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice; and (4) you understand and agree that any breach by you of the provisions in this section could cause the Company to suffer irreparable harm and no adequate remedy at law would be available in respect thereof. Accordingly, you agree that upon any such breach, the Company shall be entitled to seek equitable relief, as well as such further relief as may be granted by a court of competent jurisdiction. Since you might work with data belonging to customers located in different parts of the globe you agree to abide by the data protection and privacy law and shall not share any customer data to anyone outside the organization by any electronic or non-electronic means.

Choice of Law: You hereby agree that this Agreement shall be construed in accordance with the Indian Judicial Law.

Miscellaneous: (1) If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby; (2) the failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights; (3) neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other party; (4) this letter reflects the entire agreement regarding the terms and conditions of your internship. Accordingly, it supersedes and completely replaces any prior oral or written communication on this subject; and (5) this letter may not be modified or amended except by a written agreement, signed by the Company and by you.

A handwritten signature in black ink.



To confirm your acceptance of this offer, please sign this document by 26th Dec.2022. If this document is not signed and received by end of said date, the offer will be considered retracted.

Sincerely,


X

24-Dec-2022

Mernaz Balbale

Designated Partner, Digiklug Solutions LLP

Acknowledged and Agreed:



Sumit Thakare

Signature Intern, Name

24-Dec-2022 , Mumbai

Date and Place



66





23
Barclays Global Service Centre Private Limited
Registered Office: 5th to 12th Floor (Part)
Building G2,
Gera Commerzone SEZ,
Survey No. 65,
Kharadi,
Pune - 411014
CIN - U72200PN2007FTC132479
Tel: +91 20 67160007; Fax: +91 20 67161800
www.barclays.com

24 April 2023

Soham Shreenivas Belurgikar
2/52, Hanuman Ramanand Society,
Sant Janabai Road,
Vile Parle East,
Mumbai
400057

Dear Soham Shreenivas,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we "live" the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll



Mr. S. Srinivas

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Soham Shreenivas Belurgikar
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Grads, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above. In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift. You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.85, Village Kharadi Pune 411014. However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and / or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

**Qualifications/
Examinations**

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or



examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves while granting such reduction/ waiver.



Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



Mr. S
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Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accepted and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll
24 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282111
Contract Type: India Grad Offer Letter



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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to you obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



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2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

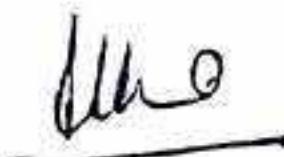
3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

b. Discretionary Incentive award

- 6.1** You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2** Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3** If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4** Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5** Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is entitled to deduct the appropriate amount from your salary or any other



amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ('MRT') roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and / or
- (b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the relevant third party providers (where relevant). Your



participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable



the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

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(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

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Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit from the Company or the Barclays Group;



(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



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19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.

20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, you will not be offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are



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no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



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- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



Mr. O



APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Soham Shirreniwash Belurkar
Offer electronically accepted on: Apr 25, 2023, 1:11 AM GMT+05:30

A handwritten signature in black ink, appearing to read "Soham Shirreniwash Belurkar".

MERKLE

Mr. Pranav Nair

C-205, BRINDAVAN CHS, SHIV SRUSHTI COLONY, NEAR GANESH MANDIR, NEHRU NAGAR, KURLA EAST
 Mumbai
 Maharashtra 400024
 India

Offer Letter

Dear Mr. Pranav .

With reference to your application and the subsequent interview & assessment you had with us, we confirm our intent to offer you in Ugam Solutions Pvt Ltd. A Merkle Company at any of the office Location (Bangalore/ Coimbatore/Mumbai/Pune) on the following terms:

Salary: Your step model offer is given below

Starting Salary on the joining date	700,000
Retention Bonus on completion of 1 year	150,000
On completion of 1 year	800,000
Retention Bonus on completion of 2 year	150,000
Total 2-year salary	1,800,000

*On Completion of 2 years

The detailed break-up of your first year's compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join between **July 2023 - Dec 2023**

Training Period: If required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory, the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to

- 1 Your acceptance of this offer within one week of receiving it and
- 2 Your joining will be between **July 2023 to Dec 2023**. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately post joining.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

- 1 Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
- 2 Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
- 3 Copy of last three months' salary slips from your previous employer, if applicable
- 4 Copy of your PAN Card and Aadhar Card (mandatory)
- 5 Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)

Ugam Solutions Pvt. Ltd.

6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.

Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604,

Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.

Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website : www.ugamsolutions.com

CIN: U72900MH2000PTC125592



Entsu Company

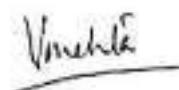
MERKLE

6 Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Merkleites.

Thanking you,

Yours faithfully,



Vaishali Mehta

Sr. Vice President - Human Capital Management

(Declaration)

I, Pranav Nair, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions Pvt. Ltd. A Merkle Company, not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: _____

(For Official use only)

Comments by Authorized Human Capital Management representative

Name and Signature



Ugam Solutions Pvt. Ltd.
6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.
Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.
Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.
Board Line No.: +91 22 6652 7300 Email: info@ugamsolutions.com Website: www.ugamsolutions.com
CIN: U72900MH2000PTC125592

a dentsu company

Ugam Solutions Pvt. Ltd. A Merkle Company

Name **Pronav Nair**
 Designation **Analyst / Software Engineer**
 With effect from **July 2023 – Dec 2023**

Annexure I: Salary Structure (in ₹)

Salary Heads	(Per Month)	(Per Annum)
Fixed Components (FC)	47,984	5,75,806
Basic Salary	28,417	341,000
HRA	14,208	170,500
Hybrid Workplace Allowance	1000	12,000
Special Allowance	4,359	52,306
Bonus (B) +	5,683	68,200
Gross Salary (G)	53,667	644,006
Retirals & Mediclaim (RM)	1,800	55,944
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	16,394
Mediclaim Premium +++	-	18,000
Total Compensation (G + RM)	55,467	700,000
Take Home Before Tax (G + PF)	53,667	622,406

+++ Insurances

1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents
 2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher
 3. Group Term Life Insurance coverage of ₹ 20 Lakhs ₹ 12 lakhs + 1.5 times the Total Compensation, whichever is higher
- +++ Mediclaim is an annual policy and goes through renewal each year, the actual amount may differ at the time of joining if there is a change in the premium amount.
- + Includes any bonus payable as per the 'Payment of Bonus Act'
- ++ Payable as per the 'Payment of Gratuity Act'
- ₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution



Ugam Solutions Pvt. Ltd.
 6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104,
 Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagholi Industrial Estate, Thane (West), Thane - 400 604.
 Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.
 Board Line No.: +91 22 6652 7300 Email: info@ugamsolutions.com Website: www.ugamsolutions.com
 CIN: U72900MH2000PTC125592

a dentsu company



December 16, 2022

Dear Yash

Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



PRIVATE AND CONFIDENTIAL

December 16, 2022

Yash Jagtap
By Email

Dear Yash,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Technology & Data Department.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus payouts by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be prorated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	880,044.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	413,556.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	1,320,000.00	INR p.a.
E. Firm's contribution to Provident Fund	105,605.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	42,310.00	INR p.a.
Cost to Company	1,467,915.00	INR p.a.



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Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 66,000 / 5% of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st 2023. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Mediclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependants a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

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OBLIGATION TO OBSERVE RULES AND POLICIES

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Future of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the MSCI Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the MSCI Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.



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PROBATION AND OTHER CONTINGENCIES

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice or payment of fourteen days of base salary in lieu of notice. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice or payment of 60 days base salary in lieu of notice. The Firm reserves the right to change the above mentioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.

MSCI



We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

1. I hereby accept employment on the terms and conditions stated above.
2. I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Yash Jagtap

19-Dec-2022

Date

Subject to the agreement of the Firm, my proposed start date is: 12-Jun-2023

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PRIVATE AND CONFIDENTIAL

ANNEXURE I**OTHER BENEFITS:**

You will be eligible for the following benefits in addition to those mentioned in your offer letter.

EMPLOYEE ASSISTANCE PROGRAMME

You and your immediate family members can avail of this 24/7 via phone and on-line service which is designed to assist with today's challenges and to provide advice and information to prepare for any major events that may arise in the future.

You can receive free confidential expert advice, specialist counseling, and support in areas such as managing money, responsibilities at work, family matters, illness, etc.

EMERGENCY AMBULANCE SERVICE – CONNECT AND HEAL

You and your immediate family members residing with you are eligible to avail this 24*7, 365 days support in – Medical Emergencies

ANNUAL HEALTH CHECK – CONNECT AND HEAL

On confirmation in service with MSCI you are eligible to avail cashless annual health checkup benefit once in a year.

TELEMEDICINE – CONNECT AND HEAL

24*7 Unlimited Medical Tele-Consultation, CNH will enable general physician consultations via video and audio on a 24*7 basis for unlimited calls. To avail the calls employees shall be connected to a general physician within fifteen (15) minutes of logging of the call. Employees can choose an immediate consult or schedule a consult for a later date and time. Teleconsultations with CNH doctors shall be recorded and that verbal, electronic or written consent by the employees shall be mandatory prior to a teleconsultation encounter.

PREGNANCY CARE (CARENINE PROGRAM) – UNITED HEALTHCARE

Support from health experts for expectant fathers and mothers (employees, Spouse)
Advice on diet, birthing methods, and exercise, and de stressing tips

- Online Pregnancy Portal
- Dedicated buddy (counselor) and dietician
- Unlimited live chat/ phone/email support by dedicated dietician and counselor
- Monthly personalized newsletter based on the development stage of the unborn child
- Online webinars

Nothing in this annexure should be construed as a guarantee of any particular level of benefits or of your participation in any benefits plan. The firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefits and compensation plans in accordance with time.

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SUMMARY OF MSCI OUTSIDE THE WALL EMPLOYEE TRADING POLICY

Summary: This document summarizes certain requirements of the MSCI Outside the Wall Employee Trading Policy. It does not contain all the terms of the Policy and cannot be relied on in place of the entire Policy.

This Policy Applies to:

- All personnel who are classified Outside the Wall of the MSCI Index business
- All accounts which such a person could reasonably be expected to control or influence – including all accounts of a spouse, domestic partner, minor child or trust accounts

Brokerage Account Requirements:

- Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities
- Managed accounts in which you grant full discretion to your manager or broker are permitted with prior authorization from Compliance
- Accounts holding MSCI stock or options must be held at E*TRADE or one of the other brokerage firms designated by Compliance ("Designated Brokers"), and must be disclosed on the Compliance Portal

Restricted List

- All trades must be pre-cleared against the Restricted List immediately prior to placing the trade in the Compliance Portal

Prohibited Products and Trades:

- No stop or limit orders, except for same day orders
- No OTC derivatives contracts, such as OTC options, futures, warrants and swaps

Holding Period:

- 30 days for all investments
- 90 days for any MSCI stock or options

MSCI Inc. Transactions:

- May only trade MSCI Inc. stock during specified Window Periods
- May not trade listed options on MSCI Inc. stock
- May not hold MSCI Inc. stock in margin accounts or managed accounts
- All trades must be pre-cleared against the Restricted List using the Compliance Portal immediately prior to placing the trade
- All trades must be pre-approved on the Compliance Portal no more than 2 days prior to trading

Compliance Portal

- The Compliance Portal can be accessed by typing "complianceportal/" into your MNET Internet Explorer browser



BANARAS HINDU UNIVERSITY

Accounts and Investment Plans	
Brokerage Account Disclosure	Not Required
MSCI Stock Account Disclosure	Required
Designated Broker Requirement	Not Required (except for MSCI stock accounts)
Mutual Fund Account Disclosure	Not Required
Managed Accounts	Permitted, with prior approval (excluding MSCI stock)
Automatic Investment Plans	Permitted
Pooled Investment Clubs	Not Permitted
Products and Transactions	
Individual Stocks	Permitted
Corporate Bonds	Permitted
Sovereign Debt	Permitted
Mutual Funds and ETFs	Permitted
MSCI Stock	Permitted, during open window periods
Stop or Limit Orders	Permitted (same day only)
Listed Derivatives	Permitted (but note Holding Period applies)
OTC Derivatives	Not Permitted
IPOs	Permitted (but Holding Period Applies)
Private Securities Transactions	Permitted, with pre-approval
Short Selling	Permitted (excluding MSCI stock) but note Holding Period applies
Trading and Holding Periods	
Pre-Clearance	Required
Compliance Pre-Approval	Not Required (except for MSCI Stock, IPOs and Private Securities Transactions)
Holding Periods	30 days, 90 days for MSCI stock
Blackout Periods	MSCI stock blackouts

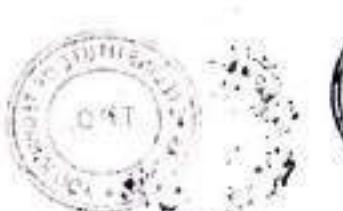


MSCI Employee Trading Policy For Outside The Wall Personnel (excluding ESG)

MSCI

January 2022

****For all MSCI Offices****



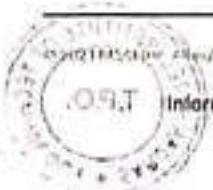
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January 2022

Information Classification: CONFIDENTIAL



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I. Statement of purpose

This MSCI Employee Trading Policy (the "Policy") aims to prevent the appearance, and reality, of legal, business and ethical conflicts of interest, and to guard against the potential misuse of confidential information.

It is essential to you, as well as to the reputation and success of MSCI Inc. ("MSCI" or "the Firm"), that you understand this Policy and strictly adhere to it. This Policy supplements, but does not replace, the requirements set forth in the MSCI Code of Conduct, including any region-specific or other applicable supplements to the Code of Conduct. To the extent there is any conflict between this Policy and any other Firm policies or procedures that are applicable to you in each case you are subject to the most restrictive policies and procedures.

The Firm encourages long term investing by employees and strongly discourages short term and speculative trading. You may not engage in personal trading on a scale or of a kind that could distract you from your business responsibilities.

In order to engage in approved trading under this Policy, you must:

- trade only permitted products and securities;
- obtain any required approvals;
- make all required disclosures;
- refrain from trading any securities on a Restricted List;
- refrain from trading during any applicable Trading Blackout Period; and
- comply with applicable Holding Periods.

MSCI expects its employees to recognize and comply with the spirit of this Policy in addition to literal compliance with its terms. Therefore, you must also:

- avoid conduct that may give rise to an appearance of impropriety or of a conflict of interest, and
- never trade on the basis of material, non-public information.

If you have any questions about this Policy's meaning or application, please contact the MSCI Legal and Compliance Department.

II. Who is subject to the policy?

The Firm has implemented a Information Wall, or information barrier, around personnel who are involved in (or who have systems or information access relating to) the design, construction or maintenance of the MSCI Equity Indices. Such personnel are commonly referred to as being "Inside the Wall" or "ITW". All other personnel are commonly referred to as being "Outside the Wall" or "OTW". The





Information Wall consists of physical separation as well as policies and procedures designed to regulate the flow of ITW information.

This Policy applies to all MSCI personnel (excluding ESG) who are Outside the Wall of the MSCI Equity Index business.

This Policy applies to all of your personal accounts, as well as all other accounts that you could reasonably be expected to be able to exercise influence or control (whether or not you actually have such influence or control). Examples of accounts you could reasonably be expected to influence or control and therefore are subject to this Policy include (but are not limited to) the following:

- all accounts of your spouse or domestic partner;
- all accounts of your, your spouse's or your domestic partner's dependent children;
- all trust accounts for which you act as trustee or which you otherwise guide or influence;
- all arrangements similar to trust accounts that benefit you directly or indirectly; and
- all corporate, partnership or custodian accounts controlled, directly or indirectly, by you.

If you are not sure whether you are Outside the Wall of the MSCI Equity Index business, consult the MSCI Compliance Department. Inside the Wall personnel are subject to a different Employee Trading Policy. ESG personnel are also subject to a different Employee Trading Policy.

III. Trading and account rules

A. THE COMPLIANCE PORTAL

MSCI maintains an online Compliance Portal. The Compliance Portal is used to make certifications and disclosures and to obtain approvals, as required by this Policy and the Code of Conduct. In some cases, brokerage account trading may also be monitored through the Compliance Portal.

B. PERMITTED PRODUCTS

You may trade in securities and financial instruments that are not prohibited by this Policy, the Code of Conduct or otherwise, subject to all the relevant restrictions set forth herein and therein.



**All trades are subject to the following requirements:**

- you must pre-clear securities against the Firm's Restricted List immediately prior to placing a trade;
- you must comply with the applicable Holding Period requirements;
- transactions in MSCI stock or options must take place in a disclosed, approved brokerage account;
- you must avoid any appearance of impropriety or of any conflict of interest; and
- you must not trade, or recommend that others trade, in a security or other instrument while in possession of material, non-public information about the security or instrument.

C. TRADING RESTRICTIONS

The following restrictions are in addition to any other prohibitions or restrictions set forth in the Code of Conduct or any other applicable policies:

1. **Restricted List:** You may not trade securities while they are on the Firm's Restricted List. You must pre-clear securities against the Firm's Restricted List, using the Compliance Portal (Comply Sci) page, immediately prior to placing a trade to confirm that the security is not restricted. Securities can be placed on the Restricted List for a variety of reasons, and in some cases can remain on the Restricted List for a long period of time. The Firm is not obligated to explain why a security is on the Restricted List, or to indicate when a security might come off the Restricted List. Exceptions to the Restricted List prohibition are rarely granted and only in exceptional circumstances. Price decline of a security is not a legitimate basis for requesting an exception to the Restricted List prohibition.
2. **Stop or Limit Orders:** You may not place stop or limit orders, except for same-day orders only.
3. **OTC Derivatives:** You may not trade in over-the-counter derivatives contracts, such as OTC options, futures, forwards, warrants or swaps.
4. **Transactions in MSCI Inc. Securities:** Trading in securities of MSCI Inc. is subject to the conditions and requirements set forth in the Supplement for



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Transactions in MSCI Inc. Securities, including trading blackout periods, holding periods and other requirements.

5. **Private Securities Transactions:** You may not engage in any private securities transactions without pre-approval from the MSCI Compliance Department. To seek approval, submit a request using the Compliance Portal. Private securities transactions include investments in privately held corporations, limited partnerships, tax shelter programs and other privately offered interests. Private Securities Transactions. Refer to the MSCI Directorships, Outside Activities and Private Securities Transactions Policy for further details.

6. Publicly Listed Real Estate Products:

Real Estate Employees

Real Estate Employees are defined for purposes of this Policy as those employees involved in MSCI's Private Real Estate product line who have knowledge of or access to either of the following before they are made publicly available ("Non-Public Real Estate Data"):

- Information regarding the constituents of MSCI Private Real Estate Indexes (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)
- any client's or data provider's publicly listed real estate fund (including any Real Estate Investment Trust (REIT)) holdings information, including capital growth and rental income of portfolio properties, such as that contained in MSCI Private Real Estate products and services and /or data provider data.

Knowledge of or access to Non-Public Real Estate Data may allow an investor to trade on this information before such information is priced into a publicly listed real estate fund, a derivative of such fund, or a derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics).

Restrictions

- Prohibitions

Real Estate Employees are prohibited from purchasing:

- any publicly listed real estate fund (including REITs);



- any fund, derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)

- **Sale of Current Holdings**

Sales or transfers by Real Estate Employees of previously acquired publicly listed real estate product or their shares must be pre-approved by the Compliance Department through the Firm's Compliance Portal.

7. Client Portfolios and Product Launches:

- You may **not** buy or sell securities or other instruments on the basis of knowledge of a client's portfolio, potential trading positions, model portfolio scenarios or any client or MSCI product launch or plans.
- You may **not** "piggyback" or "front run" any client trades or potential trades.

8. OTW Consultants, Interns and Temps Working On-site or with Systems Access:

- On request, you must disclose your brokerage and non-brokerage trading accounts to the MSCI Compliance Department and provide copies of your account statements and trade confirmations.
- On request, all trades must be pre-approved by the MSCI Compliance Department.
- On request, you must comply with the Restricted List and the Holding Period requirements.

D. ACCOUNTS

1. Brokerage Accounts.

Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities.

A brokerage account is any account that can hold or execute transactions in equity or debt securities, foreign exchange, commodities or derivatives.

For example, stock or bond trading accounts are brokerage accounts. Accounts that can hold or execute transactions in exchange traded funds or closed end funds are also brokerage accounts for purposes of this Policy. Money market and open-end mutual fund only accounts are not brokerage accounts for

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purposes of this Policy. If an account has a brokerage capability, even if you do not utilize it, it is considered a brokerage account for purposes of this Policy.

2. Accounts Holding MSCI Inc. Securities.

Any account holding MSCI securities is subject to the requirements of the Supplement for Transactions in MSCI Inc. Securities.

All employees receiving MSCI stock, RSUs or options as part of their MSCI compensation are provided an E*Trade account. MSCI stock and RSUs may only be held and traded through E*Trade or other designated brokers that report transactions to MSCI via the Compliance Portal for monitoring. Options in MSCI may only be transacted through the E*Trade account provided by the Firm. All transactions in MSCI Inc. securities must be pre-cleared and pre-approved via the Compliance Portal.

3. Non-Brokerage Accounts.

Examples of non-brokerage accounts include:

- **Mutual Fund Only Accounts.** Mutual fund only accounts do not have to be disclosed or maintained at a designated institution. Trading in a mutual fund only account, however, is subject to the Holding Period and Restricted List requirements of this Policy.
- **Cash Accounts.** Money market funds, insurance policies (including annuities), certificates of deposit (CDs), savings accounts and other cash management accounts are also not required to be disclosed or maintained at a designated institution. Additionally, the restrictions in this Policy such as Holding Periods do not apply to these types of instruments or accounts.
- **Physical Share Certificates.** If you hold securities in physical certificate form, you are not required to deposit them in a brokerage account. You may only sell those shares through a brokerage account, or by depositing the shares with the issuer of the security for sale if you have pre-cleared the security against the Restricted List.

4. Managed Accounts.

Generally. With prior authorization from the MSCI Compliance Department, you may open a managed account in which you grant full discretion to the manager or broker. Investments held in such fully discretionary managed accounts are not subject to the Holding Periods, Restricted List or other trading restrictions herein.



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You may not hold MSCI Inc. stock in a managed account and you must so inform the manager or broker.

You must obtain pre-approval using the Compliance Portal prior to opening any managed account. You will need to provide the MSCI Compliance Department with a copy of the management agreement that establishes the manager or broker has full discretion over the account and that the account may not trade MSCI Inc. stock.

Full discretion means:

- you may not participate, directly or indirectly, in individual investment decisions;
- you may not be made aware of individual investment decisions before transactions are executed;
- you have no influence in the purchase or sale of specific securities; and
- you may establish general investment guidelines for the manager or broker (e.g., indicating industries in which you desire to invest, the type of securities you want to hold and your overall investment objectives), but the guidelines may not be changed so frequently so as to allow you to direct, or give the appearance that you are directing, the investments in the account (guidelines may not be changed more frequently than quarterly).

5. Automatic Investment Plans.

- You may participate in automatic investment plans (e.g., a scheduled, recurring \$100 investment on the first day of every month in the same mutual fund) provided that you pre-clear the security against the Restricted List immediately prior to (i) the first time you purchase the security through the plan, (ii) your first election to reinvest and (iii) any decision to no longer invest/re-invest in the security.

Participation in the MSCI 401(k) or other Firm retirement or deferred compensation plan (or a spouse's or domestic partner's participation in his or her employer's plans), however, does not have to be disclosed as an automatic investment plan.

You may not invest in MSCI Inc. securities (MSCI) through an automatic investment plan unless pre-approved by the MSCI Compliance Department in accordance with the requirements set forth in the Supplement for Transactions in MSCI Inc. Securities.





6. ESPPs/ESOPs.

Investments held through an employee stock purchase plan or employee stock option plan from a previous employer, or by a spouse or domestic partner at his or her employer, are permitted; however, trades are subject to the Holding Periods and Restricted List (for sales).

7. Tax Deferral Accounts.

- You are not required to rollover tax deferral accounts such as a 401(k) account from a previous employer to an MSCI plan or account.
- Trading in any tax deferral account is subject to the restrictions described herein, including with respect to the Restricted List and Holding Periods.

8. No Pooled Investment Clubs.

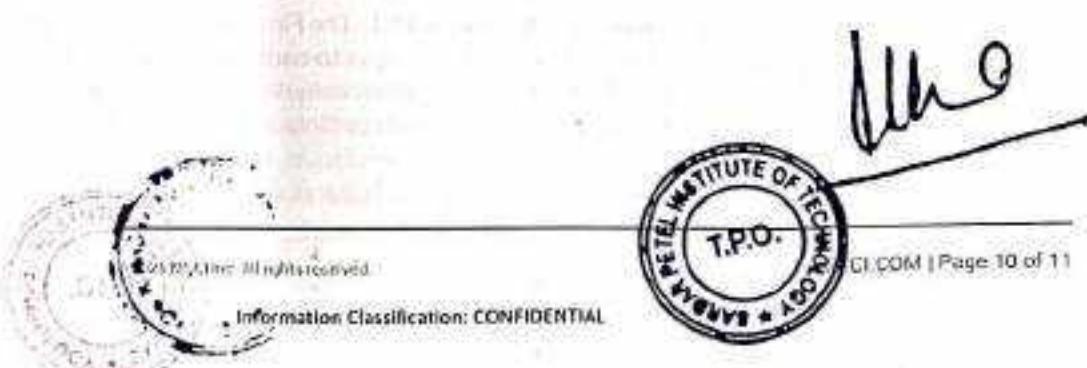
You may not participate in investment clubs in which members pool their assets to make investments in securities.

9. Additional Disclosure and Cooperation.

If requested, you will promptly provide the MSCI Compliance Department with documentation and any other requested information relevant to this Policy, such as trading activity, account holdings, account statements, trade confirmations and other account or trading information.

The Firm reserves the right to monitor your trading and investment activity. The Firm may request on your behalf, or require you to ensure, that duplicate account and trade confirmations and/or statements are sent to MSCI in the manner requested by the Firm. The Firm may also obtain trading and position data for your accounts either directly from the institution or from a third-party data collection vendor.

Transactions in your accounts may be reviewed by the Firm for a variety of factors such as frequency of trading, potential misuse of confidential information and conflicts of interest. The Firm also may provide information concerning transactions in your accounts to regulatory and governmental authorities.



E. TRADING BLACKOUT PERIODS

1. **Blackouts for trading in MSCI Inc. Securities.** MSCI Inc. securities are subject to trading blackouts surrounding quarterly earnings announcements by MSCI. The scheduled trading blackouts, which are subject to change:
 - Begin at the close of trading on the 5th day of the last month of each fiscal quarter (March 5, June 5, September 5 and December 5), and
 - End at the beginning of the third full trading day following each quarterly earnings release by MSCI.

Please see the *Supplement for Transactions in MSCI Inc. Securities* for more details.

2. **Additional Trading Blackout Periods.** Additional trading blackout periods may be announced from time to time.

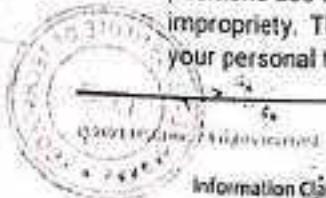
F. HOLDING PERIODS

1. All trades are subject to a minimum thirty (30) calendar day holding period or any longer holding period required by the relevant account or product.
2. Although you may trade listed derivatives such as listed equity options and listed index options, you may not trade any such instruments if by their terms they expire in less than 30 days. If the instrument has a term of greater than 30 days but is exercised (e.g., put or called) in less than 30 days by the counterparty, then you will not be in violation of the 30 day holding period requirement.
3. Transactions in MSCI Inc. securities have a 90 day holding period. For more details, see the *Supplement for Transactions in MSCI Inc. Securities*.

G. MISCELLANEOUS

1. **Additional Requirements.** The MSCI Compliance Department may modify this Policy and impose additional limitations or requirements on employee trading at any time, in its sole discretion.
2. **Trading Privilege Removal.** The Firm, in its sole discretion, reserves the right to cancel or instruct you to cancel any trade, without prior notice to you and at your expense. Additionally, the Firm may require you to freeze your positions due to potential conflicts of interest or the possible appearance of impropriety. The Firm may also, in its sole discretion, suspend or revoke your personal trading privileges at any time.

Information Classification: CONFIDENTIAL



3. **Definitions of "Buy," "Sell" and "Trade."** As used in this Policy, the terms "buy," "sell" and "trade" and all derivations thereof include all transfers or exchanges, *including gifts and charitable donations*. For example, if you want to donate stock to a charity, unless otherwise approved by the General Counsel or his/her designee the donation must comply with all of the applicable terms of this Policy such as the Holding Periods and any notification and approval processes.
4. **Inheritances and Gifts.** If you inherit or are gifted any securities or other instruments or accounts covered by the terms of this Policy, you must make any necessary disclosures and transfers and take any other actions necessary to comply with the requirements of this Policy.

IV. Failure to comply

A. COMPANY DISCIPLINE

Violation of this Policy or insider trading or tipping laws may subject you to disciplinary action by the Firm up to and including termination for cause. A violation of this Policy is not necessarily a violation of law. The Firm's Policy is intended to be broader than the law. The Firm reserves the right to determine that specific conduct violates this Policy, whether or not the conduct also violates the law. It is not necessary for the Firm to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

Failure to comply with this Policy may (without limitation) result in one or more of the following as the Firm considers appropriate in the particular circumstances.

1. **Cancellation** or reversal of trades at your expense.¹
2. **Accounting** for and disgorgement of any profit from a transaction that violates the Policy.²
3. **Revocation**, suspension or restriction of trading privileges.

¹ Reversal of a trade means purchasing the same financial product in the same quantity that you sold or selling the same financial product in the same quantity that you bought.

² "Profit" may be measured in a number of ways, including by comparing the actual purchase or sale price of the transaction that violated this Policy with the purchase or sale price of the instrument at the beginning of the period when a transaction would not violate this Policy. For example, if a sale resulting in proceeds of \$100 occurred before the expiration of the applicable holding period would have resulted in proceeds of \$90, profit from the transaction could be measured at \$10.





4. **Termination**, suspension from employment (with or without pay), reprimand or such other disciplinary action as the Firm considers appropriate in the circumstances.
5. **Criminal**, civil, or regulatory proceedings and penalties, including damages, fines and sanctions.

B. REPORTING VIOLATIONS

Any person who violates this Policy or any applicable laws governing Insider trading or tipping, or knows of any such violation by any other person must report the violation immediately to the General Counsel. Upon learning of any such violation, the General Counsel will determine whether the Firm should release any material non-public information, or whether the Firm should report the violation the SEC or other appropriate governmental authority.

V. Questions

Questions regarding this Policy may be directed to the MSCI Compliance Department.





HireRight Reference Guide

MSCI has partnered with HireRight to assist in your background check process. This is required as part of MSCI's global onboarding process to ensure a safe and secure workplace for all employees.

BEFORE YOU BEGIN

The process will take approximately 30 minutes.

You will need access to a scanner and desktop PC or laptop. Please do not use a tablet or mobile phone.

You are required to upload scanned copies of the following mandatory documents:

- Passport (Latest)
- PAN Card
- Aadhaar card
- Appointment/Offer Letters & Relieving letters from all the previous organisations
- Your highest degree attained (Convocation certificate or Final Year Mark sheets)

Photos of documents taken on a mobile device are acceptable if they can be read clearly.

National ID number section - If you have resided in another country Eg. Hong Kong, you may be asked to provide your former Hong Kong Identity Number.

Email Invitation

- You will receive an email from HireRight, with a link to initiate the process. Clicking the link will take you to the login page of the HireRight website.

Register and Complete the Online Form

- Using the login provided in the email, register on the secure website and begin the screening process. Please save your login details for later use.

Checks to be conducted:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

Check before you submit

- Please ensure you use the summary page to check the information entered and make any amendments before you sign the e-consent and submit your information to HireRight.

Contact from HireRight

- HireRight's global representatives may contact you to request further documentation or clarification if any information is omitted.

Help

- Should you have any queries, please contact HireRight via:
- Email: backgroundscreeningasia@hieright.com
- Should you wish to address any areas of concern, please contact your MSCI HR Team immediately

Security

HireRight prides itself on its physical and data security, which include our online platform being accessed via SSL, with secure 3-tier architecture and firewall and IDS protection, along with our own staff vetting amongst many other security measures.





To,

Ishita More
Thane

Date: 20th June 2023

Sub: Job Offer

Dear Ishita,

Based on our discussion, we are pleased to offer you a full-time position with our organization. Your title will be that of **Graduate Trainee Engineer**, located in **Pune** and you will report to **Ankur Vachher**.

Your annual base salary would be ₹ 1015000/- PA. In addition to your salary there will be company's contribution for Provident Fund and Gratuity. (Cost to Company will be ₹ 1106311/- PA)

You will be eligible for the 'Long Service Employee Benefit' Program of **SIEMENS Industry Software (India) Pvt. Ltd** applicable as per company policy.

You and your family will be covered under a Group Medical Hospitalization Insurance Scheme. The sum insured per family is INR 750,000/-.

You will also be provided 24-hour accident coverage as per the Group Personal Accident policy. You will be covered for the sum insured of 3 times of the annual base salary.

You will be eligible for relocation benefits as per the Asia Pacific "Employee Relocation benefits Policy", subject to approval from hiring manager.

Background Verification-Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the company without restriction (e.g. non-compete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed void ab initio and liable for termination without any notice or salary in lieu of any notice.

Should you decide to accept Siemens Industry Software's offer of employment, please be advised that the Siemens Code of Business Conduct requires you to honor any agreements you have with your previous employers. Furthermore, by signing this Offer Letter you confirm that you will not bring to your employment with Siemens Industry Software any information considered confidential and/or trade secret information of another entity, including any prior employer, and that you will not use any such confidential and/or trade secret information of another entity for purposes of your employment with Siemens Industry Software. During your employment, subject to applicable local laws, Siemens Industry Software may take immediate disciplinary action (up to and including termination without notice or separation pay), if you are found to have violated the law or Siemens' policies, including those related to the use of confidential information or trade secrets as noted herein. In the event of any legal action taken or claim made by your previous employer(s) with respect to your employment with Siemens Industry Software, you alone (and not the Company) shall be liable and responsible for any costs or damages resulting from or related to the legal action or claim.

Siemens Industry Software (India) Pvt. Ltd.

Regd. Office : E-20, 1st & 2nd Floor, Mauz Khas, New Delhi - 110016, India

Corporate Identity Number U12500DL1098 PTC004316

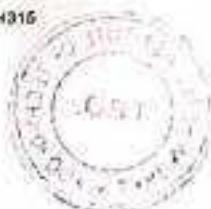
Tower C, Survey No. 21,
Panchshi business park
Bakwadi, Pune 411045

Phone +91 20 46582000

Fax +91 20 46582001

www.siemens.co.in/india

Indiamktg@siemens.com



SIEMENS

We would like you to join no later than, 5th July 2023. The detailed appointment letter will be provided to you upon your joining.

We look forward to your favorable written response and ask you to sign and return to me one original letter indicating your acceptance of the above terms and conditions of the Job offer, preferably, by 22nd June 2023.

We are confident that you will have a long and mutually rewarding career with us. We look forward to your joining us soon.

The breakup of your annual base salary is as follows:

Component	Breakup
Basic Salary	507500
Flexible Allowance	507500
Base Salary	1015000
PF(Company's contribution)	60900
Gratuity	24411
Total CTC	1100311

Note: For the first month the salary will be processed as per the Annexure I. Post that you can opt for Flexi-Pay.

For Siemens Industry Software (India) Pvt. Ltd.

Vachher
Ankur

Digital signed by Vachher, Ankur
Date: 2023-06-21 11:11:21 +05'30'
Email: vachher@siemens.com

Ankur Vachher
Senior Manager Talent Acquisition

Subramaniam
Sridhar

Digital signed by Subramaniam, Sridhar
Date: 2023-06-21 11:11:21 +05'30'
Email: sridhar.s@siemens.com
Phone: +91 9867714332, +91 9867714333

Sridhar Subramaniam
Country Controller Senior

Declaration

I hereby accept the terms and conditions mentioned in this offer document.

Name:

Signature:

Date:

Siemens Industry Software (India) Pvt. Ltd.
Regd. Office: E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India
Corporate Identity Number U12500DL1998PTC004316

Tower C, Survey No. 21,
Panchsheel business park
Belwadi, Pune 411046

Phone: +91 20 46882000
Fax: +91 20 46882001

www.siemens.co.in/its
marketing@siemens.com



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



J.P.Morgan

10-Mar-2023

Vedanth Raja
Flat 1001, 10th Floor, Rita Residencia
Caesar Road, Andheri, Andheri West
-400058
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Vedanth Raja,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

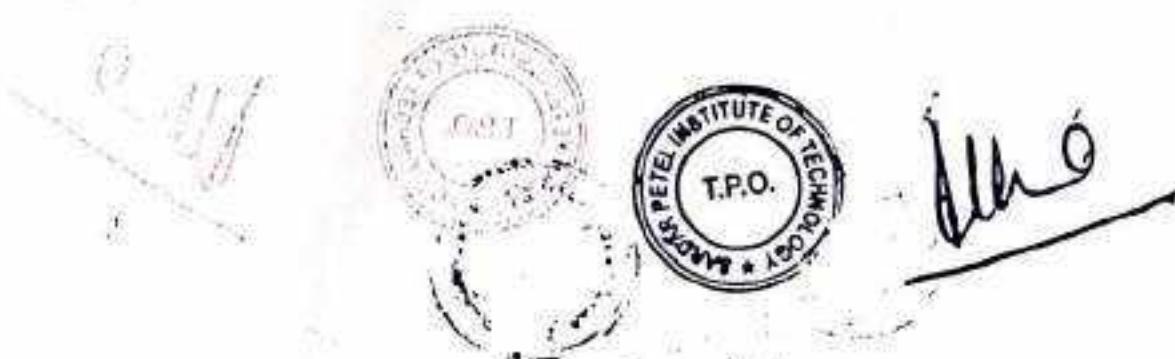
A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



A handwritten signature in black ink, appearing to be "Vishal", is written over a thick, dark blue diagonal line that extends from the bottom left towards the top right of the page.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

- B1.1 Your employment is subject to:
- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
 - b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
 - c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.
- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.
- B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.
- B2. Remuneration
- B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.
- B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.
- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



A handwritten signature in black ink, appearing to read 'W.H.O.', is written over a thin horizontal line.

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



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d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company;
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpme website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

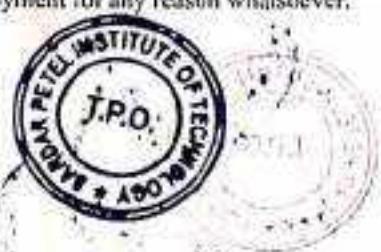
- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

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- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

- B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understood, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



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entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

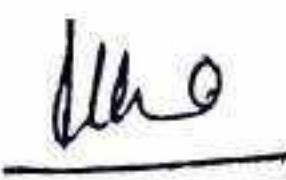
I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

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or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



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- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



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- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



A handwritten signature in black ink, appearing to read "Dhruv".

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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13 June 2023

Param Patil
Mumbai

Dear Param,

Further to our offer and your acceptance thereof, we have pleasure in appointing you as Software Engineer at our Pune, Maharashtra, India office effective 17 July 2023.

Your annual total cash compensation will be INR 1,925,000 [Rupees Nineteen Lakhs And Twenty Five Thousand Only]. Your compensation is mentioned in the attached Annexure-I.

You will be awarded ESOP worth INR 850,000 only under the PhonePe Stock Option Plan India 2022 (PSOP 2022). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities. The grant letter would additionally contain the number of ESOP units and price/unit amounting to INR 850,000 only; the price/unit will be based on valuation as on joining date.

Additionally, you will be eligible for a joining bonus of INR 500,000. This amount will be recoverable in full in case of your cessation of employment for any reason whatsoever from the company prior to completion of the first year of such employment.

In case you choose to leave PhonePe within 12 months from date of joining then all the relocation expenses incurred on actuals will be recovered in your full and final settlement. These relocation expenses include the travel and accommodation expenses incurred towards you and family, expenses towards local conveyance and movement of goods.

Either you or the Company shall be entitled to terminate your employment at any time as per this Agreement. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the nature of your employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

You may voluntarily resign from your employment at any time on giving to the Company 60 days prior written notice or pay salary in lieu thereof. However, the Company may at its sole discretion waive all or part of the notice or allow the employee to make payment to the Company in lieu of all or part of the notice period. In the event of promotion/role change for any reason, company's prevailing notice period policy as applicable to such new designation/role will apply.

Termination by the Company: Notwithstanding anything to the contrary contained herein, the Company is entitled to terminate your employment by giving you 60 days written notice or payment in lieu thereof. The Company would have the flexibility to either allow you to leave employment prior to the completion of any notice period upon payment of salary in lieu of such unserved notice period.



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Bangalore, Karnataka 560065

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Probation - For a period of one (1) month from your date of joining the company you shall be under probation. At the end of the probation your employment shall be deemed to be confirmed unless you have been issued a communication from the Company in writing extending your probation for a period decided by the Company. During the probation period, either party may terminate the employment at anytime, without assigning any reason, upon written notice to the other party of not less than seven (7) days or on payment of salary in lieu of the said notice period. Unless stated otherwise, there would not be any change in the terms of employment on confirmation.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by the company or an appropriate third party, and the results of such background checks being favorable in the company's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by the company. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Your work week may be five days or six days a week as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of your duties. You may also be required to attend duties on Public Holidays as per the exigencies of work and as permissible under applicable law. Ordinarily, your work week will not exceed 48 hours except in cases of exigency, in which case you will be informed by your supervisor of the need to work additional hours in compliance with the applicable laws.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies.)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavours to promote the interests hereof, and of the business in which you shall for the time being be engaged during such time as you may be engaged in

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connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the 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 or rights of the Company or of any other third party's.

You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete:** During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company.

(b) **Solicit Business:** During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavour to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of

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Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(c) Solicit Personnel: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation.

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or wilfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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Data Privacy and Protection

During the course of your employment with the Company, you may provide the Company with confidential data or personal information that can be linked to you personally, or otherwise personally identifies you, including without limitation your financial information, government identifiers, emails, addresses, telephone number, physical, physiological and mental health information, and medical records and history (Personal Data). You acknowledge that the Company may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Company's policies, to facilitate the conduct of the Company's business, to conduct background checks, for finance, accounting and marketing purposes or for quality and risk management purposes. The Company will Process your data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on your behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Company or any service provider on the Company's behalf. During the course of your employment with the Company, You may have access to Personal Data, including but not limited to that of Company's customers, employees, clients, vendors, or merchants, for the purposes of discharging your employment duties. You agree to comply fully with all applicable laws, regulations, and government orders relating to Personal Data and its protection as applicable to the Company including its Privacy policies. You shall at all times during or after the course of your employment act with utmost care and good faith to protect the Personal Data and not disclose or divulge any Personal Data to any third party or make use of any such Personal Data for your own benefit.



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If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For PhonePe Private Limited

DocuSigned by:

Sakshi Sharma

59DE19C898A2AFAF

13-Jun-2023 | 9:38 AM PDT

Sakshi Sharma
Head HR Business Partner

I accept the above terms and conditions and shall abide by them.

Signature

DocuSigned by:

Patil

59783290CF191460

13-Jun-2023 | 11:11 PM IST

Name : Param Patil

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Bangalore, Karnataka 560013

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CIN: U67190MH2012PTC337657





Annexure I: Your Rewards Summary

Name : Param Patil

City : Mumbai

Compensation Structure	INR Annually
Total Base Pay (A)	1,925,000
Basic Salary	866,250
House Rent Allowance	433,125
Provident Fund (Employer's Contribution)	21,600
Leave Travel Allowance	24,000
Special Allowance	580,025
Total Cash Compensation (B)	1,925,000
Benefits Cost (C)	78,967
Insurance Cost	37,300
Gratuity	41,667
Cost To Company (D = B + C)	2,003,967
Stocks (E)	850,000
Your Rewards (D + E)	2,853,967

Note:

- Employer's Contribution to Provident Fund (maximum 12% on 1,60,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.



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FAQ on PhonePe ESOP Plan

Q1. Can you explain the terms Grant, Vesting & Exercise?

- **Grant** means the grant of PhonePe Options to an employee (referred as 'Option Grantee') under the PSOP.
- **PhonePe Option** means an option Granted to an Option Grantee pursuant to the PSOP, each of which gives such Option Grantee the right, but not an obligation, to purchase or subscribe for one Share.
- **Exercise** is the fulfilment of the right whereby the option holder gets the option converted into a share by paying the exercise price.

Q2. What does the PhonePe stock option mean ?

Each PhonePe option that you are granted will entitle you, on exercise, to acquire one share of PhonePe Private Limited (India)

Q3. What is the current exercise price ?

The current exercise price is Zero, you will not have to pay anything while exercising PhonePe vested options.

Q4. What are the vesting conditions of the options

The vesting schedule and other conditions for the options will be as laid out in the stock agreement letter issued to you.

Q5. What is the expiry date of PhonePe ESOPs?

All PhonePe ESOPs will expire in 10 years from the date of grant

Q6. Will ESOP Grants be taxed ?

As per Indian income-tax laws, any tax resident in India will be subject to tax on ESOPs as follows:

- On Grant : No Tax
- On Vesting : No Tax
- On Exercise of Options : Taxable as salary (perquisite) - the difference between the Fair Market Value (on exercise date) and exercise price is taxed as perquisite. The employer (PhonePe) will deduct tax (TDS) on this perquisite. This amount will be shown in the employee's Form 16 and would need to be included as part of total income from salary in the tax return
- On sale of shares : The proceeds of the sales would be treated as capital gains at applicable rates. Capital gain is calculated as follows - Consideration on sale of shares less cost (i.e. fair market value treated as perquisite on exercise and subject to tax as salary). Tax rate for capital gains would depend on the period of holding of shares.

Q7. When can I sell my shares ?

- Once the options have vested you can sell the shares only on the listing of the company or during other liquidity window events before listing, that the Company may declare.
- You will be provided with access to an online portal to access your options

Q8. What happens if an employee is on sabbatical leave ?

If an employee is on sabbatical all vested options till the day of sabbatical will remain as is, vesting of remaining options will pause and will resume from the day the employee has joined back the organization post sabbatical.

Q9. What happens to my options in case of my death, Incapacitation or termination ?

- In the event of the death of an employee while in employment, all the options granted to him/her till such date shall vest in the legal heirs or nominees of the deceased employee.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him/her as on the date of permanent incapacitation, shall vest on that day

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- In the event of separation from PhonePe, all options unvested for an employee as on that day shall expire. The vested options will continue to be held by the employee (till the date of expiry of the ESOPs), unless found to be guilty of grave misconduct or moral turpitude (fraud, dishonesty, sexual harassment and other offences of a grave nature committed whilst at the Company).
- The company withholds the right to clawback any gains made by the employee through the ESOP program or cancel the vested options if the employee is found guilty of misconduct, moral turpitude or non-adherence to the clauses in the appointment letter and employment agreement.

Q10. When will I get to know the number of units allocated to me and the per unit value?

You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities. This letter will carry the number of units along with the per unit price.



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PhonePe Private Limited

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CIN: U67190MH2012PTC337657

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company — one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now — with your skills, experience and creative ideas — you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing — at all times — we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders — and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

— Best of luck in what I am sure will be a rewarding experience.



J.P.Morgan

14-Mar-2023

Chetashri Mahajan

C-10, Neelkanth Sadan, Makardhwaj CHS, Gokhale Road,
Vishnu Nagar, Near Bhave Sabhagrul, Dombivli-West
-421202
KALYAN
Maharashtra
INDIA

Dear Chetashri Mahajan,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in black ink, consisting of stylized letters, written over a solid horizontal line.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



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and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



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B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial masters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.

b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.

c) "Restricted Client" means any person:

- i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
- ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
- iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of such restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



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consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpme website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



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- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

- B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter).

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me, I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



A handwritten signature in black ink, appearing to read "Uma".

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other files

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company, and/or
 - 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Chetashri Mahajan

Accepted Date: 2023-03-14T07:10:09.977+00:00

IP Address: 159.53.78.142



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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



jamie



165



me

J.P.Morgan

13-Mar-2023

Prathmesh Waghmode

Survey no. 2/1, Mauli Niwas, Rautnagar, Mamuri,
Near Magia Avenue
412101
PUNE
Maharashtra
INDIA

Dear Prathmesh Waghmode,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



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APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints;
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



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and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



A handwritten signature in blue ink, appearing to read "W.H." followed by a long, sweeping flourish.

- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



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Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 To this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



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- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.3 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the mc@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



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- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

- B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



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that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



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of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure - 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195mwa of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain, or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan - Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



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- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force.

Personal Information means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. **Sensitive Personal Data or Information** means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

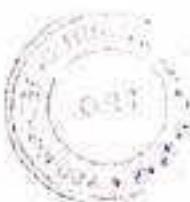
Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Prathmesh Waghmode

Accepted Date: 2023-03-13T18:18:37.401+00:00

IP Address: 159.53.78.144



A handwritten signature in black ink, appearing to read "Waghmode", written over a solid horizontal line.

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's Change the World* list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change. 94

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.


→

J.P.Morgan

09-Mar-2023

Sakshi Gadegaonkar
22/802, Omkar C.H.S.
Nehru Nagar, Kurla East
-400024
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Sakshi Gadegaonkar,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our IHR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in black ink, appearing to read "Vishal".

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

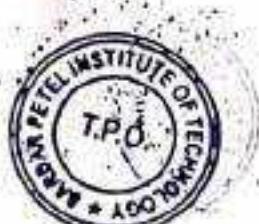
Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

- B1.1** Your employment is subject to:
- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
 - b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
 - c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.
- B1.2** Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3** You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.
- B1.4** Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.
- B2. Remuneration**
- B2.1** We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.
- B2.2** You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.
- B2.3** Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



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and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period;
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

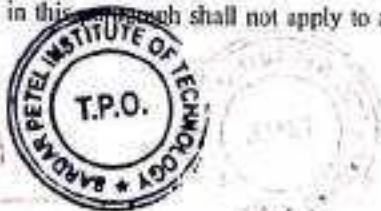
J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



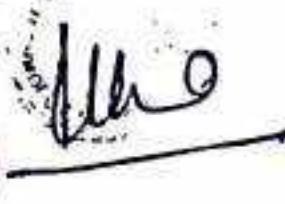
Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose customs or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of such restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



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consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time-to-time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

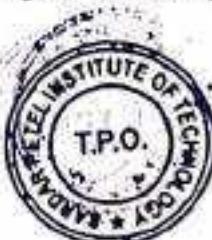
PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts.
2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195(2)(a) of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and/or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co. including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose");
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



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- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JPMorgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and give your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Sakshi Gadegaonkar

Accepted Date: 2023-03-09T06:46:39.817+00:00

IP Address: 159.53.78.143



A handwritten signature in black ink, appearing to read "Meh", is written over a thick, diagonal black line.

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company — one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now — with your skills, experience and creative ideas — you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing — at all times — we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders — and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



dimon



Udo

J.P.Morgan

10-Mar-2023

Vidhi Raghwan

Mayuresh Srishti , L.B.S Marg, Bhandup West
O Wing - 1003
-400078
MUMBAI
Maharashtra
INDIA

Dear Vidhi Raghwan,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

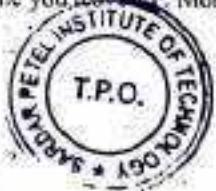
Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints;
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

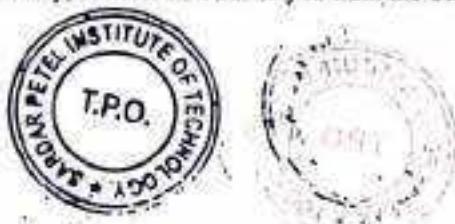
B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



M.J.

and all withholding or deduction (or, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



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- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

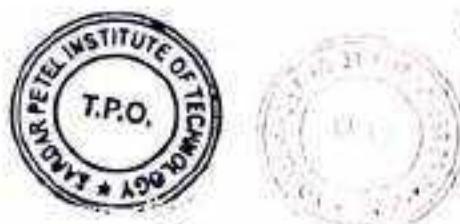
B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work;
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



A handwritten signature in black ink, appearing to read 'Umo', is written over a solid horizontal line.

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



A handwritten signature in black ink, appearing to read "Mr. [Signature]". It is placed over a circular stamp that is mostly obscured by the handwriting.

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, reiteration and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



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- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force.

Personal Information* means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

A handwritten signature in black ink, appearing to read "Uma", is written over a solid horizontal line.

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Vidhi Rughwani

Accepted Date: 2023-03-10T05:30:03.051+00:00

IP Address: 159.53.78.144



A handwritten signature in black ink, consisting of stylized letters, written over a thick black diagonal line.

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company — one of the world's oldest, largest and best-known financial institutions.

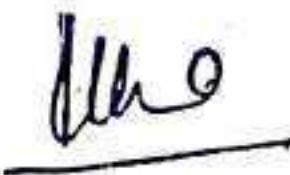
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now — with your skills, experience and creative ideas — you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing — at all times — we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders — and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



J.P.Morgan

14-Mar-2023

Manvita Joshi

4A/10, Margdarshan Society, NS Phadke Road, Opposite Regency Hotel
Near Bisleri Factory, Andheri East

400069

MUMBAI
Maharashtra
INDIA

Dear Manvita Joshi,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

A handwritten signature in black ink, appearing to read "Meh", is written over a horizontal line.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints.
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you, and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice-President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



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- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work;
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



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B5.1 Annual Leave

- Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- You must comply with the Company's 'consecutive days leave' policies.
- For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6 Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



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consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the rue@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



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- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



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1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code:



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of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting/oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195saw of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and/or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



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or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party **any Confidential Information** (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").

- 2.1 personnel administration, including administration of certain employee benefits such as medical and

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insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



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- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



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authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Manvita Joshi

Accepted Date: 2023-03-14T06:54:34.672+00:00

IP Address: 159.53.78.142



A handwritten signature in black ink, appearing to read "Manvita Joshi", written over a horizontal line.

Morgan Stanley

PRIVATE AND CONFIDENTIAL

October 03, 2022

Yash Devendra Patel
Sardar Patel Institute of Technology

Dear Yash,

Confirming our discussions, we are pleased to offer you employment at Morgan Stanley Advantage Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of Analyst in Technology in either Mumbai or Bengaluru; you will be notified of your actual work location prior to your start date.

Total Reward

As an employee of the Firm you will receive an annual Total Reward comprising (1) Base Salary (as defined below) and (2) discretionary above base compensation which may be awarded at fiscal year-end (referred to below as "year-end bonus"). Your Total Reward is inclusive of compensation for all work performed, including any overtime.

Your discretionary year-end bonus, if any, may be payable partially in cash and partially in the form of long-term incentive compensation. There are further details about the conditions of long-term incentive awards below. Your Total Reward will be determined as a part of the compensation review process at the end of each fiscal year. In deciding whether to award any discretionary year-end bonus and the amount of any such bonus, the Firm may take account of factors including (but not limited to) business and market conditions, the profitability and performance of Morgan Stanley and your division, your individual performance, conduct (including compliance with the Firm's principles, policies and procedures) and potential, the strategic objectives of Morgan Stanley, your business unit and team and the associated value attributed to your role and whether you will be remaining in employment with the Firm. In order to be eligible for a year-end bonus award you must be employed and performing duties at the time bonuses are communicated to similarly situated employees and not have given or been given notice of termination prior to such date. Further details about the conditions of year-end bonus awards are contained in the India Employee Handbook. The cash portion of any discretionary year-end bonus is payable when year-end cash bonuses are paid to other similarly situated employees, and in no event later than March 15 in the year following the relevant fiscal year. All payments are subject to applicable withholdings and deductions.

For fiscal year 2023, your CTC (cost to company) consists of your Base Salary (in the components shown below) plus employer's contribution to Provident Fund. For your reference, our projection of the discretionary year-end bonus you can expect to earn this year, based on our expectations of your performance, is also stated below.

A.	Basic Salary	INR 6,50,000.00	per annum
B.	Allowances	INR 6,50,000.00	per annum
C.	BASE SALARY (A+B)	INR 13,00,000.00	per annum
D.	Provident Fund	INR 78,000.00	per annum
E.	TOTAL CTC (C+D)	INR 13,78,000.00	per annum
F.	Projected Discretionary Year-end Bonus	INR 1,95,000.00	per annum
PROJECTED TOTAL COMPENSATION (E+F)		INR 15,73,000.00	per annum



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Please note that the Allowances amount includes a fixed Conveyance Allowance of INR 19,200 p.a. and the balance would be Housing Rent Allowance. Leave Travel Allowance and contribution to National Pension Scheme are permissible under the current flexi compensation program which if opted for, would be from your balance Housing Rent allowance. All components of Base Salary (excluding Leave Travel Allowance (if any)) will be paid in monthly installments. Both your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of the fiscal year.

As mentioned above, consistent with Morgan Stanley's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as Morgan Stanley restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Morgan Stanley compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the grant and vesting dates of the award.

Special Awards

In addition to the foregoing, you will be eligible to receive a Sign On/Retention Award (the "Award"). The Award will be payable in four instalments, as follows:

Instalment Date	Award
Employment commencement date ("Start Date")	INR 2,00,000
First anniversary of the Start Date	INR 1,00,000
Second anniversary of the Start Date	INR 3,00,000
Third anniversary of the Start Date	INR 3,00,000

Each instalment of the Award ("Instalment") will be paid, at the latest, in the pay run in the month following the relevant Instalment Date (less applicable withholdings and deductions) conditional upon your performance and conduct being satisfactory to the Firm and also upon your being in employment with the Firm, and not under notice for any reason whatsoever, as at the relevant Instalment Date.

If either (a) the Firm terminates your employment for reasons other than redundancy (as determined by the Firm); or (b) you resign or give notice of resignation for any reason whatsoever, and in either case within 12 months of payment of an Instalment, you will repay the gross Instalment on demand and in any event prior to your last day of employment1. This Sign-On Bonus will not constitute part of your Total Reward.

"[1] Clarification on local income tax adjustment: Irrespective of whether the amounts are repaid in the same India Financial Year ("FY") as they were received or are repaid in a different FY to the FY in which they were received, the Firm will not be able to make any Income Tax related adjustment – to Gross Income or Income Tax. However, in both cases the Firm will provide the Employee with an acknowledgment towards the repayment. The Employee will need to liaise with the local income tax department in his/her personal capacity to re-claim income tax paid on the gross amount returned, as may be allowable".



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Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Expenses incurred by you, your spouse and children (up to 25 years) for treatment of an illness while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home, will be paid for in accordance with Morgan Stanley's Hospital Plus Plan, subject to a total annual limit of INR 1,600,000 per family (INR 400,000 is automatically allocated while the next INR 1,200,000 gets allocated from an Organization Floater, based on the firm's discretion).
- Gratuity and other benefits (including accident insurance and life insurance) in accordance with legal requirements and Morgan Stanley's policies in effect, and as may be amended from time to time.

You will also be entitled to paid annual leave of 23 working days each calendar year (January 1 to December 31), prorated for any partial year of employment.

As indicated above, you may be employed in the Firm's offices in either Mumbai or Bengaluru. You may be eligible for relocation assistance in respect of your move from your home to your assigned work location. If applicable, Human Resources will provide you with details of the available relocation benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its or their sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at Morgan Stanley are 9:00 am to 6:00 pm. Morgan Stanley reserves the right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, from one Morgan Stanley group company to another (company in this case refers to associate or subsidiary companies that are in existence as of today and that may come into existence any time in future anywhere in India or abroad).

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the Morgan Stanley Code of Conduct and other policies relating to your employment as may be issued, updated, varied and supplemented ("Morgan Stanley Policies"). For the avoidance of doubt, this includes the Firm's Global Employee Trading and Investing Policy, which places certain restrictions on your personal security dealings, brokerage accounts, and outside business interests, as well as on the personal security dealings and brokerage accounts of your spouse, dependents and any other persons to whose financial support you or your spouse contribute or whose investment decisions you or your spouse could otherwise influence. Any violation of Morgan Stanley Policies may subject you to disciplinary action, up to and including dismissal.

A copy of the Employee Handbook is enclosed herewith. On the final page you will find an acknowledgment form that you are to complete and return to Human Resources. In addition you will receive a copy of the Code of Conduct electronically after you commence your employment and your continued employment is conditional upon you completing an electronic acknowledgement on receipt of this document.

In accordance with Morgan Stanley's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any



Morgan Stanley

unauthorized use of documents or other information, which are confidential, trade secret or proprietary information ("Confidential Information"). Likewise, you may not bring onto Morgan Stanley premises any Confidential Information relating to any prior employers' business.

Probation and Notice

Your employment is subject to a probationary period as described in the Employee Handbook. The notice period for termination of your employment is 7 days during the initial probationary period and 14 days during any extended probationary period. The Firm reserves the right to provide payment in lieu of notice in either case.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice. The Firm reserves the right to provide payment in lieu of notice. The Firm further reserves the right to require you, for part or all of the notice of termination period for which you remain an employee, not to perform any duties and remain away from Morgan Stanley premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence employment or take any action in preparation to commence employment with any company or other business during this period.

Additional steps

Your employment is contingent upon your successfully completing your current studies (Bachelor degree/Masters degree/PhD) and providing the Firm with graduation/degree certificates and such other evidence of your successful completion of your current studies as the Firm may require. The evidence must be provided within 6 months of the commencement of your employment.

Your employment is also contingent upon a number of additional steps in the employment process including, but not limited to, a background check and the procurement of any necessary licenses or permits (including a visa, if required) required for your employment. The Firm reserves the right to adjust your proposed starting date or details pertaining to the contract based on the completion of these steps.

- To facilitate the pre-employment screening process, you are required to complete the relevant background check profile forms and submit personal credentials to the Firm's Corporate Security team. You will receive the relevant forms and instructions on this process via email shortly after we receive your acceptance of this offer. The Firm reserves the right to delay your start date in the event your background check is not timely completed. Pursuant to this check, you are also required to submit to Human Resources appropriate proof of successful completion of your present level of education.
- You are also required to show proof of citizenship and/or the appropriate right-to-work documentation on or before your first day of work. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources to arrange for your visa/work permit application.
- You must also procure any registration or licensing required by the relevant regulatory authority for a person filling your particular position. Please contact the Compliance Department if you need to confirm whether this will be required of you.

If you commence employment with the Firm prior to your provision of evidence of your successful completion of your current studies and/or satisfactory completion of the pre-employment screening process, your continued employment will remain conditional on the provision of such evidence/satisfactory completion of that process.



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Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the plan documents or insurance contracts, the relevant plan documents or insurance documents control. The Firm reserves the right to review, modify or amend your terms and conditions of employment from time to time as circumstances may require.

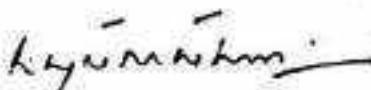
Your employment is governed by the laws of India and you and the Firm submit to the exclusive jurisdiction of its courts and tribunals.

We ask that you confirm your acceptance by clicking on the relevant button within the Firm's online Application Center and entering your name as an e-signature. We recommend you save a copy of this offer letter for your records.

In the event that we do not receive your acceptance on or before October 08, 2022, we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Further, the Firm's offer is conditional upon you commencing employment with the Firm on or before August 11, 2023 or such other date as may be agreed in writing by the Firm. Again, this offer will lapse if you are unable to commence employment on or before this date.

If you have questions regarding the above, please feel free to call Madhura Girkar at 022 66411521 or Rajiv MG at 080 61047561 in the Human Resources Department.

Sincerely,
For and behalf of Morgan Stanley Advantage Services Private Limited


Rajat Mathur
Authorized Signatory





Private and Confidential

August 10, 2022

Sahil Chorge

By Mail

Dear Sahil:

Confirming our discussions, we are pleased to extend to you a formal offer of employment at Institutional Shareholder Services India Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of a JUNIOR ANALYST for DEVELOPMENT.

For fiscal year 2023, your annual base salary will be INR 1,199,219 paid in monthly installments, pro-rated from your date of hire through the end of the fiscal year. Your monthly base salary will be one-twelfth of your annualized amount, and will be paid in INR.

You may be eligible to receive an annual discretionary bonus. Any bonus would be at ISS' sole discretion, would generally be contingent on both individual and Company performance and would also be pro-rated from the date you commence employment. Any bonus would only be earned if you remain employed through, and do not give notice of termination of your employment prior to, the date of payment of the bonus. All payments are subject to applicable withholdings and deductions.

For the fiscal year 2023, your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	599,610	INR p.a.
B. Housing Allowance (includes optional Leave Travel Allowance)	539,010	INR p.a.
C. Other Allowance	54,200	INR p.a.
D. Meal Allowance	26,400	INR p.a.
E. Base Salary	1,199,219	INR p.a.
F. Firm's contribution to Provident Fund	71,953	INR p.a.
G. Gratuity accrual (Defined Benefit)	28,827	INR p.a.
Cost to Company	1,300,000	INR p.a.

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INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai - 400063

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Your Basic salary is calculated as 1/2 of your Base salary. Housing Allowance is calculated as Base salary minus the sum of Basic salary, Meal allowance and Other Allowance. All components of base salary will be paid in monthly installments. Your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of ISS's 2023 fiscal year.

As mentioned above, consistent with the Firm's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as ISS restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Firm's compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the vesting dates of the award.

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home; for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medical claim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of ISS, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the ISS Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. A copy of the Code of Conduct is enclosed herewith. In addition, you will be



required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the ISS Legal and Compliance Department.

Data privacy

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.

Termination and Other Contingencies

Either you or the Firm may terminate your employment for any reason with 60 days' written notice. The Firm shall have the option to terminate your services by paying you 60 days base salary in lieu of notice. In the event that you do not serve the required notice period of 60 days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. The Firm reserves the right to change the abovementioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

Additional steps

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority, if applicable.
- Appropriate proof of successful completion of your final [+] examination.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check.
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.



[Signature]

[Signature]

3 of 4

Execution and Contract Formation

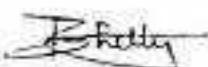
This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely,

For and behalf of Institutional Shareholder Services India Private Limited


Bhagyajyoti Shetty

Associate Vice President

Recruitment, Human Resources - Asia Pacific

I hereby accept employment on the terms and conditions stated above.

Date:

Subject to the agreement of the Firm, my proposed start date is: 5th July 2023



June 2, 2023

Tralvidya Korgaonkar

203 Shraddha Nivas,
Gavanpada, Mulund (East),
Mumbai - 400081

Sub: Letter of Offer Cum Appointment

Dear Tralvidya,

Congratulations! We are pleased to extend an offer to you, in the position of Analyst / Java Developer Analyst, Software Development department with Enfusion Softech India Private Limited ("Enfusion" or "Company") located at our office at Centrium, 1st floor Unit 1, Phoenix Market City, Lal Bahadur Shastri Marg, Kamani, Kurla West, 400070 Mumbai, Maharashtra, India. We expect you to begin your employment with the Company on or before July 18, 2023. Enfusion Softech India Private Limited is a wholly-owned subsidiary of Enfusion Ltd LLC.

We believe that our employees form the basis of our success and are, therefore, our most valued assets. Accordingly, we have always believed in providing our employees with the very best work environment and facilities. We believe that this allows them to deliver results to their full potential. You can look forward to the same when you join us!

Additional terms and conditions of your employment are reflected in Annexure 1 hereto.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating in such a way that allows you to realize your potential.

Please sign this letter and return it to us as a token of your acceptance of the terms and conditions of employment offered to you.

Regards,

Bronwen Bastone,
Chief People Officer

DocuSigned by:

Tralvidya Korgaonkar
350P567E29A4E5

Enfusion Softech India Private Limited
CIN: U7250IDL2018FTC333052
Registered Office: H-63, Vijay Chowk, Laxmi Nagar,
Delhi-110092.
Mumbai Office: The Centrium Phoenix Marketcity,
Suite 1-1, 185 Road, Kurla West, Mumbai - 400070
Phone No: +91 86575 78742
Website: www.enfusion.com

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Annexure 1: Other Terms and Conditions of Employment

The Terms and Conditions contained herein are not exhaustive and you should keep yourself updated of the same through Enfusion's company intranet (Confluence) and other communication sent to employees from time to time. By accepting the offer and agreeing to join the services of the Company, you agree with the Company as follows:

1. Work Rules & Code of Conduct

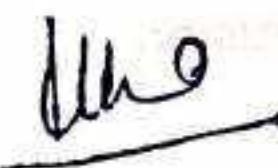
- (a) **Enfusion's Code of Conduct:** The Company looks forward to the application of the best of your skills and experience, while in service. In addition, it is a condition of this offer and your acceptance that your performance will be in accordance with Enfusion's Code of Conduct is to observance of applicable legal requirements where the Company conducts business.
- (b) **Salary:** Your salary and other benefits, as well as other employment-related terms and information, are set out in Annexure 2 hereto.
- (c) **Probation:** You will be on probation for a period of six (6) months from the date of joining (the probation may be extended for a maximum period of six (6) months by the company at its sole discretion). Upon completion of 6 months from the date of joining, unless explicitly informed about extension of the probation period, you shall be deemed confirmed. For a person whose immediate previous employment is with any of the SonicWall group of companies, this clause shall not be applicable.
- (d) **Restraint:** In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of one year after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.
- (e) **Retirement:** You shall retire on the attainment of fifty-eight (58) years of age unless specifically communicated by the company in writing to continue in service beyond this age.
- (f) **Relocation Bonus:** The terms of the Relocation Bonus, if applicable, will be stated at the end of this document in Annexure 2.
- (g) **Training:** The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training. The company reserves the right to review the skills required to perform the job and may introduce new trainings

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and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

- (h) Recovery of Dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.
- (i) Secondary Employment and Outside Business Ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.
- (j) Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company. There is no employment contract or any other contractual obligation to which the Employee is subject, which prevents the Employee from entering into this Contract or from performing fully the Employee's duties under this Contract.
- (k) Notice Period: In the event, you voluntarily resign from the Company during your employment term (including your Probation Period), you will be required to serve a notice period of 60 days at the Company. During your notice period, you would be expected not to take time off(s) with the exception of an emergency situation. During your notice period, in case you avail time off(s); your notice period may be extended by the number of days you avail time off. This will be done at the discretion of the management and will mainly be based on business need.
- (l) Service Rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.
- (m) Employee Shift Allowance Policy: As part of your employment with Enfusion, you will be subject to Enfusion's Employee Shift Allowance Policy (a copy of which can be found on Enfusion's internal Confluence page). The purpose of this policy is to provide direction to Enfusion employees and determine any shift allowance eligibility and payment criteria for Enfusion employees who are required to work in shifts (with shifts being defined as hours put in outside the traditional IST working time). If required for business reasons, Enfusion may change your work schedule to require you to work in shifts. Enfusion will provide at least 15 days notice of any change to your work schedule which requires you to work in shifts or changes your shift. This policy is applicable for regular, full-time employees employed at 100% FTE basis on the payroll of Enfusion. The following are not eligible for shift allowance: interns, trainees, contractors, part-time employees, and temporary staff. Further information regarding this policy can be found on Confluence.



A handwritten signature in black ink, appearing to read "M. S. H.", is written over a horizontal line. To the right of the signature, there is a small rectangular box containing the letters "T.P.".

2. Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in subparagraphs below.

- (a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;
- (b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;
- (c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans; (d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third-party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information, Non-Solicitation and Non-Competition. For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

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3. Data Protection

Enfusion will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited to, your name, number, cost center, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of authorization to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements and Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programs, life, health and medical insurance, analyzing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Enfusion or any part of Enfusion's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Enfusion, any other Enfusion company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Enfusion company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Enfusion will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

4. Export Compliance

- (a) You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to,
- (i) Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- (ii) Technical information of Enfusion, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compilers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions,

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technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;

(iii) Information relating to future plans of Enfusion, its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.

Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Enfusion's Legal Department, or Enfusion's Export Compliance Organization.

5. Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

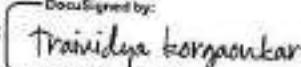
On the date when your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company.



I accept this agreement.

Accepted and agreed to by Employee:

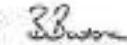
DocuSigned by:

Signature: 

Employee Name: Traividya Korgaonkar

Dated: June 5, 2023

Accepted and agreed to by Enfusion Softtech India Pvt. Ltd.:

Signature: 

Name: Bronwen Bastone, Chief People Officer

Dated:

Please return this signed offer letter to Human Resources.

For any questions on your offer, please contact Human Resources at hr.india@enfusion.com

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Goldman Sachs Services Private Limited
Octave 3 | Salarpuria Sattva Knowledge City | Hi-Tec City | Hyderabad - 500081 | India

Registered office: Helios Business Park | 150 Outer Ring Road | Kadubeesahalli
Bengaluru - 560103 | India
Tel: +91 80 4127 1600 | Fax: +91 80 4127 1601
CIN: U72400KA2003PTC032606



January 18, 2023

Manthan Juthani

B-1, Shankar Vijay Building
Rajawadi
Mumbai
Maharashtra
India
400077

Dear Manthan,

We are delighted to offer you employment with Goldman Sachs Services Private Limited – Hyderabad ("GSSPL" or "the firm") as an Engineering Analyst in Platform Solutions in Hyderabad.

The enclosed Statement of Terms and Conditions of Employment ("your Statement") sets out the particulars of your employment with the firm, which will apply to you upon joining.

You will be expected to comply with the policies and procedures as outlined in the India Employee Handbook.

Conditions of Employment

Your offer of employment with GSSPL and after the commencement of your employment, your continuing employment with GSSPL is conditional upon:

- you joining the firm on the joining date that shall be communicated to you in writing by the firm, which shall not be later than July 24, 2023.
- satisfactory results of a pre and post-employment background checks, reference, criminal, credit, education checks and other necessary checks, including providing accurate and complete information for the same.
- you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with the firm, including any applicable non-compete or non-solicit agreement with your prior employer.
- your eligibility to work in India. Under Indian Immigration laws, foreign nationals must have appropriate employment visas before their employment commences.
- your obtaining any relevant registration, qualification or licences, within 12 months of the commencement of your employment with the firm
- satisfactory completion of the Probationary Period
- in circumstances where your previous employer has an office in India, your providing the firm with a relieving letter from your previous employer during 2 weeks of the commencement of your employment



- you agree that you will cooperate fully with the Firm (and its respective counsel, if applicable) in connection with any client matter, inquiry, investigation, administrative proceeding, litigation or dispute relating to any matter relating to the Firm in which the Firm believes you were involved or of which you have knowledge. These obligations survive the termination of your employment
- for candidates who were referred to Goldman Sachs by or who have had a relationship with a government official / entity or by an employee of a client or prospective client of Goldman Sachs, the Firm's offer of employment is conditional on resolution of any actual or perceived conflict of interest. In some instances, this will include a confirmation from the applicable client, prospective client or government entity that it is aware of the referral or relationship

Immigration

When you accept this offer, please confirm whether you will need to obtain an employment visa. If you are an Indian national, for administrative purposes it would be useful if you could provide a copy of the first page of your passport and any other relevant stamped pages with your signed offer letter.

We will assist you in applying for an employment visa, although we cannot guarantee the outcome of the application.

Accepting this offer

We hope that you will accept our offer, in which case please do the following:

- signify your acceptance of this offer by signing this offer letter, your Statement and the enclosed Verification of Employee Details Authorisation
- complete on-line forms. Details as to how to access the appropriate website will be sent to you upon receipt of your signed offer letter, Statement and Verification of Employee Details Authorisation. If you do not complete the on-line forms before you join us, your first salary payment will be delayed. **The firm's background checks will include verification of the information given on the on-line forms and so it is essential that the information is complete and accurate.** The provision of misleading, false or inaccurate information, or the omission of a material fact, may, at the discretion of the firm, result in immediate withdrawal of this offer of employment or, once you have joined the firm, for disciplinary action up to and including dismissal. In signing this offer letter, you accept the statements and agree to the authorities given by you as set out in the Verification of Employee Details Authorisation
- if you need an employment visa, please contact us at IndiaCampusC@ny.email.gs.com

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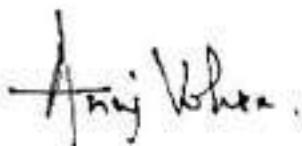


A handwritten signature in blue ink, consisting of stylized letters, is written over a solid black horizontal line.

Once you have completed and signed all these documents, please return them to Human Capital Management in the envelope provided. This offer is valid until fourteen calendar days from the date of issue of this letter, after which unless already accepted it will lapse.

We look forward to your joining the firm.

Yours sincerely,



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited – Hyderabad

Manthan Juthani

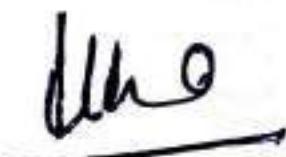
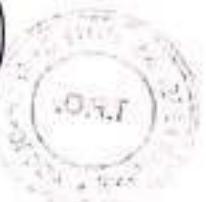
(Date)

Are you legally authorized to work in India? Yes []; No [];

Do you need to obtain an employment visa to commence your employment with Goldman Sachs? Yes [];
No [];

Before you commence employment we would prefer to correspond with you via e-mail. If you have a private e-mail address or a work e-mail that you are happy to use, please put it here.

Email address: _____



GOLDMAN SACHS SERVICES PRIVATE LIMITED – HYDERABAD

This Statement sets out the terms and conditions of your employment with Goldman Sachs Services Private Limited – Hyderabad ("GSSPL" or "the firm"). This statement, together with your offer letter, constitutes your contract of employment with GSSPL. In addition, the India Employee Handbook as amended from time to time contains the policies and procedures with which you will be expected to comply. If there is a conflict between the provisions of this Statement and the Employee Handbook, this Statement will prevail. This Statement replaces and supersedes all other agreements, written or oral, with respect to its subject matter. GSSPL reserves the right to amend this Statement if necessary to comply with applicable law.

1. Employee: Manthan Juthani

2. Employer and Job Title

2.1 You will be employed as an Analyst by Goldman Sachs Services Private Limited – Hyderabad ("GSSPL" or "the firm") or in any other commensurate capacity as the firm may decide. Although you will be employed by the firm, the firm shall be permitted to supply your services to other entities from time to time controlling, controlled by or under common control with GSSPL (GSSPL together with such entities, collectively defined as "Goldman Sachs"). During your employment by the firm, you shall (unless prevented by ill health or accident or by virtue of absence on vacation/holiday or absence otherwise authorised by the firm) devote your time, attention and abilities to the business of Goldman Sachs. You shall at all times act in the best interests of Goldman Sachs and shall accept any additional office or position without further remuneration in any Goldman Sachs entity at any time and, in that event, you shall execute all such documents and agreements as the firm may consider reasonably necessary for this purpose.

2.2 You are required to work exclusively for the firm unless you obtain prior written consent from the firm in respect of your involvement in outside employment or business activities.

3. Date of Employment

3.1 Your employment (and your period of continuous employment) with GSSPL will be communicated to you in writing by the firm. The start date shall be no later than July 24, 2023. Your employment with GSSPL will be subject to an initial probationary period of 180 days from the commencement of your employment. Subject to your performance during the probationary period, the firm reserves the right, at its sole discretion, to extend the probationary period for such period of time as it sees fit (the initial 180 day period and any extension to it, being the "Probationary Period"). During the probationary period you or the firm may terminate your employment on 24 hours written notice. At the expiry of the probationary period, unless otherwise communicated to you by the firm at its sole discretion, your employment with the firm will be deemed to be confirmed, subject to continued satisfactory job performance and the rest of this agreement, including Paragraph 9.

3.2 Notwithstanding the other provisions of this Statement, your employment will automatically terminate on your 58th birthday unless extended by the firm by written agreement.

4. Compensation

4.1 Your basic salary will be INR 875,000 per annum, payable monthly, less tax or other withholdings and applicable deductions as required by law or in accordance with firm policy.

4.2 You will receive a housing allowance of 40% of your annual basic salary which will be INR 350,000 per annum payable monthly less tax or other withholdings as required by law.

4.3 You will receive transport allowance at the rate of INR 19,200 per annum payable monthly less tax or other withholdings as required by law.

4.4 The firm will make contributions towards the Employees' Provident Fund Scheme of 12% of your annual basic salary which will be INR 105,000. You will also be required to pay 12% of your annual basic salary towards the provident fund. Such contributions will be deducted by the firm from your basic salary.

4.5 You will receive a special allowance of INR 400,800 per annum less tax or other withholdings as required by law.

4.6 In summary, your minimum per annum cost to company for fiscal year 2023 (fiscal year refers to January 01 - December 31 of the relevant year) will be INR 1,750,000. Since you will be joining the firm after the beginning of fiscal year 2023, your total compensation will be pro-rated for the actual time of your active employment during the fiscal year. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.



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A handwritten signature in black ink, appearing to read "Manthan Juthani".

4.7 In addition as soon as practicable after commencing employment with the firm you will receive a one-time payment of INR 300,000 which you may use to cover any relocation costs as necessary, payable less tax or other withholdings as required by law. Should you leave the firm for any reason or cease active employment before 18 months from the commencement of your employment, you will be expected to reimburse the firm in the amount of INR 300,000.

4.8 If you are an active employee as at fiscal year-end 2023, and have been in active employment at some time during the fiscal year you may be eligible to receive discretionary compensation. Since you will be joining the firm after the beginning of fiscal year 2023, any discretionary compensation will be pro-rated for the actual time of your active employment during the fiscal year. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.

4.9 For years subsequent to 2023, your compensation will be reviewed at least annually; each person's compensation may be influenced by, among other things, his or her performance, his or her anticipated contributions and the firm's results. Discretionary compensation is not a part of the salary of the employee even if paid consistently over a period of years. Discretionary compensation, if any, will be payable in the subsequent fiscal year, on a date and in a manner to be determined by the firm.

4.10 Consistent with other similarly compensated employees, all or part of any discretionary compensation that you may receive in 2023 or future years may be satisfied with cash and/or a non-cash award (which may vest in the future), at the firm's sole discretion. In the event of a non-cash award, the firm will determine value, the nature of the equity interest and other conditions that are attached to the award. Such other conditions may include (but not be limited to) vesting conditions, an increased period of notice of termination of employment, and the like, and the firm's decision in this regard will be final. You should be aware that by accepting a change to your notice period as a condition of receiving a non-cash award, you would be accepting a permanent change to your terms and conditions of employment.

5. Place of Work

5.1 The firm's registered office is located in Bengaluru, although you may be required to work in any of the firm's other offices in India. You are currently required to work in the branch office of the firm, which is currently located at Octave 3, Salapuria Satva Knowledge City, Hi-Tec City, Hyderabad.

5.2 During your employment, you may be required to travel within India and around the world on business for the firm. You may also be required to work on a temporary basis in any of the firm's international offices either for training purposes or to provide short term cover in that office. In such circumstances the firm will provide you with appropriate assistance.

5.3 The firm may require you to travel to a location other than your primary work location or work from/in any of the firm's other offices as may be required by the firm (i.e. 'business travel'), which may generate immigration, regulatory compliance and/or tax requirements that you or the firm will be required to fulfill. Depending on the location and purpose of your trip, you may be required to obtain a business and/or employment visa before undertaking your trip. Employees must also ensure that either the appropriate licenses or registrations are in place before business travel occurs or that an exemption allows you to be accompanied by an individual who holds the appropriate licenses/registrations for the country of travel to conduct your proposed activities. The firm does not protect or otherwise reimburse business visitors for any tax and/or social security obligations that may arise from your business travel and you will be responsible for any personal tax and/or social security payable by you in the location of travel, including any tax return preparation. To the extent required by local law, the firm will withhold or deduct any applicable payroll taxes, social security or similar obligations (including but not limited to any taxes arising from approved business travel) from your compensation. In accordance with these requirements, please ensure your citizenship and travel documents are up to date in HCM or You. For more information regarding business travel, please refer to the Global Business Traveller Tax Policy, available in the Travel Risk Assessment Resource Center under @Work >Travel portal on the GSWeb.

6. Hours of Work

6.1 Your minimum weekly hours of work are 40 per week with a 5 day week, but you will be required to work such additional hours as are necessary to meet the business demands of your job. Your compensation is comprehensive and inclusive of all work done by you.

6.2 You may be required to work either on day or on night shifts and which shift pattern you will be required to work, will be determined by and communicated to you by your manager. Your hours of work, days of work and shift timings may be subject to variation depending on the schedule operated by your Department, for



which you will be notified of from time to time. If your pattern of work is varied, you will be informed in writing of any change. You may be eligible for a shift allowance subject to the shift pattern you are required to work. You should note that your entitlement to paid holiday and shift allowance may decrease or increase in the event that your pattern of work is altered.

7. Annual Vacation and Holidays

7.1 You will be entitled to such a number of annual vacation days as set out in the "Vacation, Holidays and Other paid time off" policy of the India Employee Handbook. This will be pro-rated in your first and last years of service and details of the pro-rated entitlement will be set out in the India Employee Handbook.

7.2 In addition, you will be entitled to 10 days paid public holidays details of which will be provided to you at the start of each holiday year and which may be subject to change on an annual basis.

7.3 On the termination of your employment you will be paid in respect of any accrued but untaken vacation. If you have exceeded your accrued vacation entitlement, you hereby consent to the excess being deducted from any sums due to you by the firm on termination.

7.4 You may be required by the firm to take any outstanding vacation entitlement during your notice period.

7.5 Further details about vacation entitlement, including how to book vacation, are contained in the India Employee Handbook. Details of authorised vacation other than vacation entitlement are also found in the India Employee Handbook.

8. Sickness

8.1 If you are absent due to sickness and, provided that you comply with the firm's notification procedures as set out in the India Employee Handbook, you may be paid your salary and usual benefits and allowances at the firm's discretion (less any state benefits that you may claim and any applicable deductions) and usual benefits and allowances at the firm's discretion. Further details of sickness absence and sick pay are detailed in the India Employee Handbook.

8.2 Entitlement to the firm's sick pay scheme is at the firm's discretion and subject to the firm's right to terminate your employment at any time in accordance with the firm's notice provisions set out in paragraph 9 below.

8.3 In connection with your absence, the firm may require you to undergo a medical examination by its nominated doctor or consultant. The firm may also elect, with your consent, to consult your own doctor.

9. Notice Entitlement

9.1 Subject to sub-paragraph 9.2 below and / or other than during the Probationary Period (if applicable), the minimum period of notice that the Firm will give you to terminate your employment is 30 days. The minimum period of written notice that you are required to give the Firm is 30 days.

9.2 Notwithstanding sub-paragraph 9.1, the Firm reserves the right to terminate your contract without any notice if it has reasonable grounds to believe that you are guilty of serious or gross misconduct (which shall, without limitation, include any breach of any of the provisions of this contract of employment), in which case no notice or pay in lieu of notice will be due.

9.3 The Firm reserves the right to require you to remain at home and/or not to undertake all or any of your duties of employment and/or not to contact certain clients or colleagues during part or all of any period of notice of termination of your employment (whether given by you or the Firm), provided that your cost to company is paid and contractual benefits are provided in the usual way. For the avoidance of doubt, you will continue to be bound by your duties and obligations to the Firm until the end of the notice period.

9.4 Instead of a period of notice pursuant to sub-paragraph 9.1 above or any other period of notice applicable to your employment at the relevant time, the Firm may, at its discretion, elect to pay you a sum equivalent to the cost to company (but not benefits) which you would have received during your notice period.

10. Termination Gratuity

10.1 You will be entitled to Gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Further details are provided in the India Employee Handbook.

10.2 In considering any payments due to you on termination of employment whether discretionary or not the firm will deem any Gratuity due to you as being inclusive of or in lieu of any payments due to you on termination of employment.

11. Benefits and Allowances

11.1 The firm offers a number of discretionary benefits to employees during employment. There is no contractual entitlement to these benefits and these may be withdrawn or varied at any time. Detailed below is a



summary of the benefits currently available and the provision of any such benefit will be subject always to the rules and/or policy (as amended from time to time) governing the provision of such benefit.

11.2 The firm will provide medical insurance cover for hospitalisation treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage is provided for 5 family members (which can be your spouse, children or dependent parents), if applicable.

11.3 The firm will provide accidental death insurance cover, which will pay a benefit of three times your annual cost to company to your beneficiaries, and life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

12. Discipline and Grievance

12.1 The firm's disciplinary policy is contained in the Employee Handbook. Whilst the disciplinary process does not form part of your contract of employment, the disciplinary rules do. Disciplinary sanctions may include oral or written warnings and the firm reserves the right to terminate your employment (with or without notice or payment in lieu of notice, at the discretion of the firm), transfer you to another position, to demote you or to impose a financial penalty, if appropriate. If it appears that you have committed an act of serious or gross misconduct, you may be suspended from your duties, pending the outcome of the firm's investigation into the alleged misconduct.

12.2 If you are dissatisfied with a disciplinary decision taken against you, you should contact Human Capital Management, which will arrange for your concern to be raised with the appropriate person.

12.3 If you have a grievance, you may raise the matter with the person you report to either in writing or in person or you may use the firm's formal grievance procedure, details of which are set out in the Employee Handbook.

13. Deductions

13.1 You agree as a term of your employment with the firm that the firm shall be entitled at any time during your employment, or in any event on termination, to deduct from your actual total compensation any monies due from you to the firm, including but not limited to:

- any debt or advance for the time being owed by you to the firm or to any Goldman Sachs entity;
- any deduction relating to leave or holiday taken in excess of entitlement as at the date of the termination of employment;
- any deduction in respect of costs incurred by the firm or the cost of repairing damage to the firm's property caused by you (and of recovering the same);
- any deduction in respect of employee contributions towards benefits provided by you to the firm; and
- any other money owed by you to the firm.

14. Confidential and Proprietary Information

14.1 In connection with your employment by the firm, you may have access to non-public information and materials, including but not limited to information and materials describing or relating to the business and financial affairs, personnel matters, operating procedures, organisational responsibilities, marketing matters, and policies or procedures of Goldman Sachs or its Managing Directors, employees, clients or other third parties; or the personal affairs of Managing Directors or employees ("Confidential and Proprietary Information and Materials"). With respect to such Confidential and Proprietary Information and Materials, you agree that:

- Confidential and Proprietary Information and Materials shall be used only as authorised and only for the purposes intended by Goldman Sachs; and
- you will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorised uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any Managing Director or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies to authorised writings of any kind containing such information or materials, including books and articles; and
- unless you have prior written authorisation from Goldman Sachs, you will not publicise, disclose or allow disclosure of any information about Goldman Sachs, its present or former Managing Directors, employees, agents or clients, its business and financial affairs, personnel matters, operating procedures, organisation responsibilities, marketing matters and policies or procedures, or any aspects



of your candidacy for employment or your tenure as an employee of the firm or of the termination of such employment, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicise or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium; and

- while employed by the firm, you will not disclose or use without authorisation any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or third party; and
- upon the termination of your employment (or earlier if requested by the firm), you will return to Goldman Sachs all originals and copies of documents and other materials relating to Goldman Sachs or containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

14.2 You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work, including, but not limited to, any invention, discoveries, concepts, ideas or information, conceived by you in the course of your employment with Goldman Sachs, and all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by the firm, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

14.3 The obligations set out in this paragraph shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.



15. Compliance

15.1 You must review and comply with the policies and procedures outlined in the India employee Handbook. Also, you will be expected to comply with the firm's code of business conduct and ethics and applicable policies published in the firm's compendium of policies. Specifically, on Personal Compliance policies, as related to maintaining Brokerage accounts, Demat accounts, Investment accounts (Collectively, "Covered Accounts") and making Private Investments, you and your related persons must disclose and obtain appropriate pre approval, which is subject to the firm's discretion. If you wish to maintain Brokerage / Demat account(s), they need to be held with a designated broker approved by Goldman Sachs. India based employees are allowed to only open and maintain the covered account(s) exclusively with a GS Designated Broker (Kotak Securities Ltd. / Zerodha Securities Private Limited / Interactive Brokers LLC) or any other broker that the firm may designate from time to time after seeking appropriate approval from Compliance. There are also division specific policies around personal trading, which you will need to adhere to. As for personal outside activities, you will be required to pre-clear your existing and all future external engagements and the firm reserves the right to not approve / allow any external engagement / activity at its discretion. Notwithstanding the generality of the foregoing, in general, the firm will not approve 'for profit' directorship, or any activities that could cause conflict to your role or reputational risk to the firm.

[This space is intentionally left blank. Signature required on the following page.]



16. Regulatory Authorities

16.1 It is a condition of your employment to comply with the rules of any organization by which Goldman Sachs is regulated, or with whom Goldman Sachs may be registered as amended from time to time.

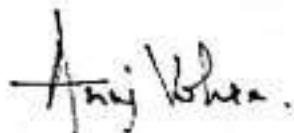
17. Miscellaneous

17.1 The terms and conditions of this contract of employment shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this contract of employment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Bengaluru. The language of arbitration shall be English.

Signed _____

Dated _____

Signed



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited – Hyderabad



VERIFICATION OF EMPLOYEE DETAILS AUTHORISATION

In signing below I confirm that the information I will be providing in the on-line forms will be complete, accurate and true. I understand that this offer of employment is conditional upon the verification, to the firm's entire satisfaction, of any or all of the information I will be supplying and that if any of the information I provide is found to be misleading, false or otherwise inaccurate, the firm may in its sole discretion withdraw this offer of employment or, if I have already commenced employment with the firm, take disciplinary action (up to and including dismissal) against me.

I understand that the firm and/or any persons or organisation acting on the firm's behalf (which may include third parties outside the Goldman Sachs group) (hereinafter, "you") may, to the extent permitted by law, procure, process and store information from any individual, company, institution or other body which you consider necessary or desirable for the assessment of my suitability for employment. I understand and agree that this will include the verification of the information I will be providing in the on-line forms and may well include the obtaining of documents and/or information covered by various data protection laws, of investigative and consumer credit reports which may contain information regarding my background, character, legal history, credit worthiness and personal reputation. I also understand and agree that you may perform reference checks of my employment (including any current employment unless I have otherwise instructed).

I acknowledge that undertaking verification of the information provided in response to the questionnaire and the additional background screening process is necessary to satisfy the firm as to my suitability for employment with the firm, and to help protect the firm against potential reputational, legal and economic risks. I also acknowledge that if my employment is subject to regulatory supervision, such verification and background screening may be necessary for regulatory purposes.

I also agree that, during the course of my employment with the firm, a consumer or investigative report may be procured in connection with subsequent employment decisions. I understand that you agree that you will not use or publish any such documents and/or information save as is reasonably required by the firm in respect of my application for employment by it. I authorise you to carry out all such investigations as are described above. I hereby explicitly consent to the processing by you of personal data (including sensitive personal data) and understand and accept that this data may be transferred to and processed outside the country. I understand that, upon my written request, I will be advised of the name and address of each consumer reporting agency from which a consumer report or investigative report may have been obtained.

I confirm that in carrying out such enquiries and investigations you are entitled to and will rely upon the consents and authorities I have given. I further agree that you and any person or entity supplying information shall incur no liability whatsoever in respect of any document or information supplied as a result of or obtained through such inquiries and investigations. This shall be the case whether the content of any such document obtained is accurate or inaccurate and/or any information is true or untrue.

Print Name: _____

Signature: _____ Date: _____



A handwritten signature in black ink, appearing to read "M. S.", is written over a horizontal line.

India Compensation & Benefits Structure

Please note, the below summary does not form part of your terms and conditions of employment and is provided for illustrative purposes only. The benefits may change from time to time at the discretion of the firm.

To assist you in reviewing the offer we have made to you we set out below a summary of the compensation and benefits structure which will be afforded to you should you accept the offer of employment with the firm. For specific information regarding compensation and benefits you should refer to the terms and conditions of your employment or the firm's policies and procedures as appropriate.

Components of Cost to Company (CTC)

Components	Definition	Figures
Basic Salary	50% of CTC (cost to company)	INR 875,000
Housing Allowance	40% of your annual Basic Salary payable monthly	INR 350,000
Employer's Provident Fund	Firms contribution towards the Employees Provident Fund Scheme at the rate of 12% of your annual Basic Salary	INR 105,000
Transport Allowance(1)	Transport Allowance payable monthly	INR 19,200
Special Allowance	Allocations(2) may be made from Special Allowance as per the India Income Tax guidelines. Any unallocated amount will be paid out monthly after deduction of applicable taxes	INR 400,800

(1)For persons with disabilities, allowance per the Income Tax guidelines will apply.

(2)Leave Travel Allowance (LTA) up to 12.5% of Basic or INR 75,000 per annum whichever is lower.

Telephone bills reimbursement - up to a max of INR 24,000 per annum.

National Pension System - up to max 10% of Basic Salary per annum.

The composition of the Special Allowance may be changed by the firm at any time and is subject to annual review.

Provident Fund - In accordance with the law in India the firm pays 12% of the 'basic salary' to the provident fund. A contribution of 12% is required to be paid by both the employer and the employee. The amount shown in the CTC is the contribution by the employer. There will be a monthly deduction of a similar amount from your pay covering the required employee contributions.

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Other Compensation and Benefits

Discretionary Compensation - If you are an active employee and have not given or received notice of termination as at the fiscal year end you *may* be eligible to receive discretionary compensation. As you will be joining the firm after the beginning of the fiscal year 2023, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year. Discretionary compensation is not a part of guaranteed annual salary of the employee even if paid consistently over a period of years. Discretionary compensation payments will be payable in the subsequent fiscal year on a date, and in a manner, to be determined by the firm. **Please note that this discretionary compensation and eligibility to receive this compensation is at the discretion of the firm.** As you will be joining the firm after the beginning of the fiscal year 2023, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year.

Medical Insurance - the firm provides insurance cover for hospitalization treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage for family is provided (employee and five dependants which can be spouse, children or parents) if applicable.

Maximum annual benefit limit is INR 500,000 per family. This insurance cover will be subject to any underwriting requirements, conditions or limits imposed by the insurer.

Accidental Death/Permanent Disability Insurance - the firm provides accidental death insurance cover, in the event of death or permanent disability a sum equal to three times annual cost to company is paid, in the event of permanent partial disability a percentage will be determined and paid based on guidelines in the policy. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Life Insurance - the firm will provide life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Termination Gratuity - you will be entitled to gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Compulsory termination payments on leaving after four years and eight months continuous service or, at any time, due to death or disability. Forfeiture will apply if termination due to negligence or misconduct.

Paid Leaves - You will be entitled to Parenting Leaves and other paid leaves provided by the firm, in addition to the Annual Vacation and Holidays. The details will be as set out in the "Paid Leaves" policy of the India Employee Handbook.



Address: Workafella, AK Estate, Off Veer Savarkar Flyover, Besides Radisson Blu Hotel, Swami Vivekananda Rd, Goregaon West, Mumbai, Maharashtra 400062 Email: humans@tamasha.live

June 29, 2022

OFFER LETTER

Dear Pritam Gaikwad,

We are extremely pleased to offer you the position of **Backend Developer** based out of **Bangalore** with **Tamasha (GamePc Technologies Pvt. Ltd)**. The following are the terms and conditions applicable to your association with Tamasha. Once you accept the offer, the terms will be crystallized in the form of an employment agreement.

- 1) On your successful completion of Graduation, you will be offered a full time employment opportunity with us and you are expected to join w.e.f. July 1st, 2023, the business hours begin from 10:30 am onwards.(Monday to Friday).
- 2) Your annual gross remuneration shall be Rs. 10,00,000/- (**Rupees Ten Lacs Only**) and a joining bonus of Rs. 50,000 /-(**Rupees Fifty Thousand Only**) and year end fixed bonus of Rs. 1,00,000/- (**Rupees One Lac Only**) .
- 3) This is the total cost to the company and all necessary taxes will be deducted at source as per statutory requirements. If you are covered under the Provident Fund Scheme, then the employer contribution to the provident fund shall be met out of the above said salary.
- 4) During your appointment, you shall report into Siddharth Swarnkar Gupta – Co-Founder.
- 5) You shall be on probation for a period of three (3)months.
- 6) A detailed brief on KRAs and scope of work will be given to you onjoining.
- 7) The Company reserves the right to allocate any shift or transfer you to a different shift schedule/location/department based on Exigencies.
- 8) You will be governed by the company's Personnel Policy, Rules of Conduct, Non-Disclosure Agreement and all other company policies as applicable to you from time to time.
- 9) A detailed appointment letter will be issued to you within 15 days of your joining.



M. S.



Tamasha

Address: Workafella, AK Estate, Off Veer Savarkar Flyover, Besides Radisson Blu Hotel, Swami Vivekananda Rd, Goregaon West, Mumbai, Maharashtra 400062 Email: humans@tamasha.live

10) Please email us the following set of documents at the time of joining (if not submitted already)

- All education mark sheets (SSC, HSC, Graduation, PG)
- Relieving Letter / Endorsed Resignation letter
- Salary Slips or Bank Account Statement for the latest 3 months
- Copy of PAN & Aadhar Card (front & back image mandatory)
- Canceled Cheque for Salary Processing (Must specify IFSC code, personal account no, account name & branch name)
- Passport size photograph with white background (Mandatory)
- Address Proof (any one): Should match with permanent address mentioned in the Joining form
 - Ration Card
 - Utility Bills (Electricity, Water or BSNL/MTNL, land-line Bills only)
 - Driving License
 - Passport
 - Affidavit

11) Please note that your employment will be subject to satisfactory completion of references & background checks.

We welcome you to the Tamasha family and hope it will be the beginning of a long and mutually beneficial association.

This offer stands valid till 24 hours of its release. Kindly acknowledge the receipt of the offer as an acceptance.

This offer stands valid till 24 hours of its release. Kindly acknowledge the receipt of the offer as an acceptance.

I, hereby, agree to abide by the terms and conditions of this offer letter.

For Tamasha(GamePe Technologies Pvt. Ltd)	Signature
For GAMEPE TECHNOLOGIES PVT. LTD. <i>Santosh Gaikwad</i> DIRECTOR	<i>Pritam Gaikwad</i>
Authorised Signatory	Pritam Gaikwad- Backend Developer <i>M. Q</i>



December 12, 2022

Internship Letter

Name : Vishal Fulchand Tonde
Location : Mumbai

Dear Vishal,

We are delighted to welcome you to BDO family as an Intern in the Technology Services team.

BDO is a leading professional services organization and are global leaders in the mid-tier segment. BDO India LLP ('BDO India' or 'the Firm') is a member firm of BDO International, the 5th largest Accounting Network in the world.

At BDO India, we offer Assurance, Tax, Advisory and Business Services & Outsourcing for both domestic and international clients across a range of industries.

We take pride in offering our service portfolio built on the back of a rich blend of experience and expertise, bringing to fore a work culture that is both client-centric and knowledge driven. We believe in quality underpinning all that we do. We endeavor to deliver truly exceptional client service through a tailored solutions approach, while partnering with our employees and clients globally.

We welcome you to be part of our onward journey to build a world-class Firm.

Date of Commencement : 9 January 2023
Duration : From 9 January 2023 to 10 July 2023
Business Function : Technology Services
Stipend : Rs.10,000/- (Rupees Ten Thousand Only)
Location : Mumbai

Best wishes for an exciting and successful stint with us!

For BDO India LLP
Digitally signed by Meenakshi
Meenakshi Ganju
Ganju
Date: 2022-12-09 14:10:10 +05'30'
Meenakshi Ganju
Partner & CFO - Human Resources

Signed and accepted,

Name:
Date:

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. AAB 7888, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Regd. Office: The Ruby, Level 9, North West Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

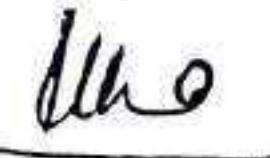
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience!



J.P.Morgan

14-Mar-2023

Mubashir Hasan
B-5/201, AL-YARMOOK, MILLAT NAGAR, ANDHERI(WEST)
-400053
MUMBAI
Maharashtra
INDIA

Dear Mubashir Hasan,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

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APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



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Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

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B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



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d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



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consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpnc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



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- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities



that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



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1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term **Covered Accounts** refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interests to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



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of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



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entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan, I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



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or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").

- 2.1 personnel administration, including administration of certain employee benefits such as medical and



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- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

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- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Mubashira Hasan

Accepted Date: 2023-03-14T11:50:14,186+00:00

IP Address: 159.53.78.144

A handwritten signature in black ink, appearing to read "Mubashira Hasan".

2022-23



CREDING TECHNOLOGIES PRIVATE LIMITED

Add : 31, Tibra Road,
Bhagwan Ganj Mandi
Modinagar (Ghaziabad) - 201204

Date :- 20th Nov 2022

TO WHOMSOEVER IT MAY CONCERN

We are pleased to extend an offer of an internship position to **Valsa Nagaria** as Software Development Analyst at Pet Perfect for 6 months period from January 1st 2023 to June 30th 2023. As part of the Pre-Placement offer, he will be joining Full-Time at Pet Perfect post the 6 months internship period. His major responsibilities during the internship would be to handle our Full-Stack Development with Backend work in Node with Postgres over AWS architecture and Frontend work in Flutter. He might be required to help out in other required domains; like web development and brainstorming as well if necessary.

He will have to join Full-Time after the internship period, details of which shall be conveyed to him with the offer.

We wish he has an amazing journey with us.

Pet Perfect (Creding Technologies Pvt. Ltd.)

Yash Bansal
(Director)



Mob: +91- 9560922267
Email-yashbansal1000@gmail.com

2022-23

3/31/23, 3:29 PM

Your Contract

Required fields are marked with an asterisk.

*

Your Contract

Please review your contract and complete this form. If you wish to discuss any details regarding your contract please contact your Recruiter.

Recruiter Name
Aanchal Sinha

Recruiter E-mail Address
AANCHAL.SINHA@BARCLAYS.COM



Barclays Global Service Centre Private Limited
Registered Office: 5th to 12th Floor (Part)
Building Q2,
Gera Commerce SEZ,
Survey No. 65,
Kharadi,
Pune - 411018
CIN - U72200P42001PTC132479
Tel: +91 20 67146000 Fax: +91 20 67161600
www.barclays.com

30 March 2023

Harshad Chandrakant Sonawane
205B, Alankar Suhagari Co-Op Housing Society,
Akurdi Road, Near Lokhandwala Foundation School
Lokhandwala Township, Kandivali East
Mumbai
400061

Dear Harshad Chandrakant,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviour, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we "live" the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays' recruitment and screening processes and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form, if you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely,

Sonada Shrinivas

Sonada Shrinivas
Head - HR Operations and Payroll



Your Contract

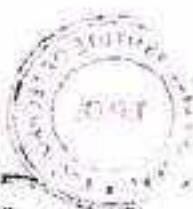
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Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Harith Chedalalani Banerjee
Employing Company	Barclays Global Service Centre Private Limited ("The Company")
Position	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than these predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
	You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS - Barclays Global Service Centre, Gera Commerce, SEZ, Survey No.62, Village Khareli, Pune – 411034.
	However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



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- 20 -

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employee's Contribution)	55,440.00
Garntry (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, classes, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual rights for new employees.

You may be eligible to receive discretionary allowances, as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit plan component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances, if any, will be paid in addition to the basic salary.

Your allowances will be paid along with your salary as mentioned above, subject to applicable laws. An amount equivalent to the allowances will be deducted from your salary.

Other References

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100000/- (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings as applicable.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements: You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law.

- * you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
 - * you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
 - * you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the discretion of the Company.

You were also given an opportunity to join your employment without the scholarship and Itinerary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a detriment to restrict your employment for a specific term.

Qualitative Experiments

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or examinations required by the Regulator. You will be expected to pass all exams within a predetermined timescale and/or within one or more attempts, which shall be set out in the Company's rules.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first, second or any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one), the student becomes liable to payment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Board) to, in respect of the Company, the following, within 10 business days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you leave the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
 - 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six – twelve months of completing your course of study.

Any such sums owing by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Interventions

You may be eligible to be considered for a discretionary increase, on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Increases are made in the first quarter, in respect of the previous financial year.



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Agreement

Your Contract

Benefits and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/wipe off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave:

You are entitled to annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your internet.

Notice Period:

Either you or the Company may terminate your employment by giving six months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime:

Employees who are eligible under applicable laws to be paid overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work. Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy:

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, using, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, law/firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Alleged claim/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality:

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions:

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- * approach, solicit or deal with any person, firm, company or organization who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- * solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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Your Contract

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

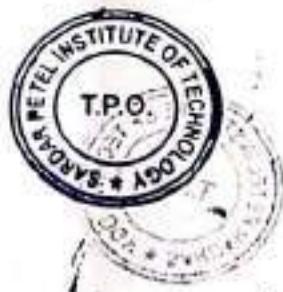
Sarada Srinivas
Head - HR Operations and Payroll
30 March 2023

I have read, understood and accepted the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 000x057
Contract Type: India Grad Offer Letter



A handwritten signature in black ink, appearing to read "M. S. Srinivas". It is written over a horizontal line.

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Your Contract

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Your Detailed Terms and Conditions
1. Introduction to this Section
The section sets our main detailed terms and conditions for you.
More detailed documents are available from the links below.

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1, which sets out definitions of the terms used in the Detailed Terms and Conditions.



Your Detailed Terms and Conditions of Employment**1. Introduction to this Section**

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the Employment Letter will be subject to successful completion of the Probationary Period as mentioned in the Summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical adviser;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (ii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to you obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either (i) being obtained, or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your usual contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditation) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (b) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall in his/her sole discretion and upon evaluation of the reason of your absence, may recomment the Company to realign you to the next available training within a period of 20 days of your returning from absence. In case you are realigned to the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such assignment is possible within a period of 20 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (b) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/letter format).

4. Duties

A.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or advice, and
- (h) report any actual or suspected unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, dues, cesses and other applicable withholdings. All taxabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive awards

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - iv. The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misleading information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.
- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, dues, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of any award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 38 or 39 of the Employment Letter and the exercise of that right to terminate is not limited or fettered by any limit (express or implied).
- 6.8 Within Barclays, certain (possibly senior) roles are designated as "Material Risk Taker" (MRT) roles. Where you are a MRT for any particular year you will be pushed off pension or following the end of the relevant year. An increase during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period prior to which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:
 - (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misconduct, negligence, incompetence, and / or poor performance;

<https://barclays.taleo.net/careersection/careersection/processes/taskList.jsf>

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(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays' other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays' discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 1, (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any required repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event that Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment)) the terms of this clause 6.6 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key Terms and in accordance with the relevant laws.

7.2 The Company operates (or may operate) a benefits programme for its employees and your benefits are/will be set out in full in the attached benefits brochure (except the statutory benefits mentioned above). These benefits do not form part of your contract of employment or have any contractual or other legal effect.

7.3 The Company has the right, at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and/or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The date of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unused privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unused leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unused leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owing by the Company to you at the Termination Date.

8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, trademarks and rights in trade marks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium, and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final

<https://barclays.taleo.net/careersection/careersection/processes/taskList.jsf>



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Your Contract

form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties in defend claims brought against the Company in relation to any Intellectual Property Rights.
- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(6) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential Information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- (a) commercially sensitive information or trade secrets;
- (b) corporate and marketing strategy, business development plans, sales reports and research results;
- (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
- (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union employer disputes;

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Your Contract

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4.2 The Summary of Terms and Conditions of Employment
and you (including the relevant section of
your contract and the Contract being referred to
in this document) shall be deemed to have been
read and understood by you.

(b) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(c) budgets, management accounts, trading statements and other financial reports;

(d) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(e) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

11.4 You shall not solicit business for the Company from any clients belonging to your previous employer in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer.

11. Regulatory Compliance and Dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standard) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company in its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said training/ programme/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sick/Health Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leaves and Holidays, which can be found in the Company's intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.



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Your Contract

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your instruction and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and/or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or altered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party; and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;
- (c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour);
- (d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and
- (e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:
 - i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
 - ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
 - iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
 - iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
 - v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
 - vi. materially breach the rules of the Regulator; or
 - vii. fail to meet any Barclays Group rules on anti-bribery or anti-corruption;
 - viii. lose (obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion or according to relevant regulators or professional bodies) to be able to work in your job profile;
 - ix. be regularly absent (other than leave or absent without leave for a period exceeding 14 days).

This sub-paragraph is not exhaustive and does not restrict any other rights which the Company may have (whether at common law or otherwise) to terminate your employment summarily.



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Your Contract

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GD for a potential & modified by you and an AG
notified and/or confirmed to you and an AG
a customer, client or other transactional party
Your environment or standard or the Company
action in the 12 months or
during November

- 18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company receives the right to cancel agreed wage off an amount payable withheld from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.
- 18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post-Employment Restrictions.
- 18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:
- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
 - (b) irreversibly delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession in control and held outside of any Barclays Group premises;
 - (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
 - (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). When the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly installments from the date on which notice is served until what would have been the end of the Notice Period provided always that if it after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Disqualification and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to, an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.

- 20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post-termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other

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entity;

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an A/P or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an A/P or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 month period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employee of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and for which they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit/referencing checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(a) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, Internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications:

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any changes in circumstances around the termination of your employment with your previous employer between the date of issue of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);



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Your Contract

If you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of the honesty, includes theft or anti-social behaviour; and

If you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2. Any breach of these regulations will entitle hereto to immediately terminate your employment.

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Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

2.5. Key policies, procedures, and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies, and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your Intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
 - Anti Bribery and Corruption
 - Regulators Business Principles
 - Disclosure obligations
 - Data protection, confidential information and Chinese walls
 - Equality and Diversity
 - Managing people, including on various types of leave and our disciplinary and grievance policies
 - Bullying, Harassment and Discrimination policy
 - Prevention of Sexual Harassment at the Workplace
 - Dress at Work
 - Rethinkme and other forms of communication
 - Personal account and share dealing
 - Conflicts of interest and outside business interests and affiliations
 - Market conduct
 - Gifts and Entertainment
 - Health and Safety
 - Whistleblowing or Raising Concerns
 - Substance Abuse

25.3 unless otherwise stated, these policies, guidelines and procedures do not form part of the Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



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APPENDIX 1

Definitions and Interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1134 of the Corporation Tax Act 2009; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Your Offer Attachments

Response
Accept the offer

E-Signature

(Please enter your last name as captured below)

Banate



2022-23

Deutsche Bank Group
Deutsche India



Malhar Bangdiwala
C. 1, Shiv Kutir, 3rd Floor
280, Veer Savarkar Marg
Opp. Amigo Hotel, Dadar West
Mumbai - 400028, India

Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006
Tel +91 (20) 71296000

May 30, 2023

Employment Agreement

Dear Malhar,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with Deutsche India Pvt. Ltd (the "Company"). Deutsche India Pvt. Ltd is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule I of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be Analyst.

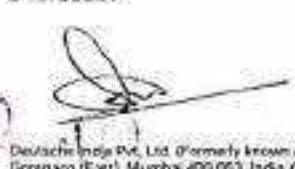
Your functional title will be Graduate Analyst.

Your local grade as per the internal grading system will be Grade 6.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

Your employment will initially be based at Pune, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.


Deutsche India Pvt. Ltd. (Formerly known as DBDF Global Services Pvt. Ltd.) Registered Office: Block B-4, B-5, Lantek Innovation Knowledge Park, Off. Western Express Highway, Borivali (East), Mumbai - 400 063, India. CIN: U72900MH2005PTC158276

(Malhar)





Malhar Bangdiwala

J.D. #C04097
Malhar Bangdiwala

4. Hours of Work

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule II.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



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e) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voter's id; or
- Notarized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd

Authorized Signatory
Human Resources

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"

Schedule II: Remuneration & Allowance Details

Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.

I confirm that I will report to work on 17/07/2023, which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Name: Malhar Bangdiwala
Date: 31 May 2023 | 12:55 AM SGT

Signature:



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ID: BC04D97F
Malhar Bangdiwala

(c) Consequence

If your employment
before you

Schedule I: General Terms and Conditions of Service

1. Leaves

(a) **Annual Leave** - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) **Sick Leave** - Sick leave will be granted as per Company policy.

(c) **Parental Leave and related benefits** - The Company offers a gender neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- i. **Parental Leave:** 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child.
- ii. **Adoption/ Surrogacy Leave:** 26 weeks of paid leave for the primary caregiver
- iii. **Maternity Expenses:** Maternity related medical expenses are provided as per the Group Hospitalization policy

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination:

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause "Notice Period" in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, consists of your ability to perform your duties, or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion



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(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

I. Non-Solicitation

- you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away, from the Group any individual:
 - who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - who is contracted to render services to the Company and/ or any member of the Group; and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not any such person would commit a breach of contract by reason of his leaving service





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- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to solicit, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client.
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a **Restricted Client** that is not in direct or indirect competition with the **Restricted Business**.

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services; and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- II. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group.
- III. You acknowledge that the breach of any of the restrictions specified in paragraph 1 above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunctive relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group.
- IV. The benefit of each agreement and obligation set out above may be assigned to and enforced by all successors or assignee for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment.
- V. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to which you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group.
- VI. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services.



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VII. **Notification of Restrictions**

You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis; and if the offer is accepted, inform the Company of the identity of the person making the offer.

VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group, or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the Local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.



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Malhar Bangdiwala

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Malhar Bangdiwala**7. Accountability**You shall property, d
from time to time and
protect the**5. Confidentiality.**

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

- a) divulge or communicate to any person;
- b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information

Confidential Information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.



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7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



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If you join the Company, your basic salary will be pro-rated, as per the date of joining. Any payment of your basic salary will be made in arrears.

Schedule II

1. Remuneration and Allowance Details

- Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- Retirements:**

- Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined basis your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

- Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972.

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect at hr.direct@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.



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If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, notional equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under, and subject to, any applicable DB compensation plans (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.



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If, on the date on which Discretionary Variable Compensation is usually communicated and/or paid, you are subject to an investigation that may result in disciplinary (or other) action being taken against you, consideration of whether you are eligible for, and payment of, any Discretionary Variable Compensation will be delayed until the conclusion of that investigation and, if relevant, any subsequent disciplinary (or other) procedure. Although, for the avoidance of doubt, you will not be eligible for consideration of a Discretionary Variable Compensation if, at the conclusion of the disciplinary (or other) procedure, you are given notice of termination of employment.

You should note that if you work in a number of locations, generally for the purposes of tax reporting and withholding, the settlement of any Discretionary Variable Compensation awarded to you will be apportioned between the locations you have worked in during the relevant period. Depending on individual circumstances, participants may become subject to multiple withholding taxes including double taxation. By accepting this offer, you agree to comply with any arrangements specified by the Company for the payment of any taxation (in any jurisdiction) by virtue of the settlement of any Discretionary Variable Compensation or portion thereof.

Any portion of Discretionary Variable Compensation awarded as a cash payment will usually be paid in March through the normal monthly payroll. Discretionary Variable Compensation in any other form, including an award under a DB compensation plan (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide), will be payable when such awards vest and will be delivered in accordance with the applicable DB compensation plan rules and Award Statement(s).

3. Cash Sign-On Award

You will receive a one-off cash award, a "Sign-On Award," in the amount of INR 300,000. Payment of your Sign-On Award will be made in INR in the next available payroll after the later of (i) the commencement of your employment with the Company, and (ii) the date on which all conditions of this offer (as detailed in this letter) are satisfied. Any payments in relation to your Sign-On Award will be made less any deductions for tax and social security contributions as the Company may be required to withhold.

The Sign-On Award is subject to all requirements of, and will be structured to comply with, the Institutsvergütungsverordnung (InstitutsVergV) and any regional regulation that is applicable (as may be amended from time to time) including (amongst other provisions) the regulatory requirements set out in the Section 7 of the InstitutsVergV (as may be amended from time to time).

You will be required to repay the gross amount of the Sign-On Award if:

- the payment is made before you satisfy all the conditions of this offer and within six months of such payment being made to you, you subsequently fail to satisfy all or any of them, or
- you give notice to terminate your employment with the Company or you are dismissed for misconduct or capability within twelve months of the date the payment is made.

By accepting this offer you consent to the deduction of the gross amount of the payment of any Sign-On Award made to you from your salary or any emoluments or awards arising from your employment if the Sign-On Award becomes repayable to the Company in the above circumstances. If these are insufficient to recover the whole of the gross amount of the Sign-On Award, you agree to repay any remaining amount to the Company within 30 days.





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4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (at gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a prorate basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations; if any. Basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereof immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents afore mentioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended time lines, the organization will be entitled to terminate your employment with immediate effect.



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Malhar Bangdiwala**6. OTHER BENEFITS****(a) Group Medictclaim and Hospitalization Policy**

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout, tie up with health care firms and the Insurer shall be decided by the organization

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be the insurance company's discretion.

(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-In or Opt-Out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-in or Opt-out of the transport services provided by the company, you may reach out to Transport Helpdesk to assist with the same

Please refer the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/ or terms and conditions associated with the same.





ANNEXURE I

1. Documents to be submitted post receipt of Welcome email

- (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
 - (b) Copy of Passport size photo with white background
 - (c) Copy of Aadhaar Card and PAN is mandatory
 - (d) Copy of Nationality Proof
- 2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.**
- 3. Documents to be submitted on the Date of Joining**

- (a) DB Declaration Forms and Nomination Forms
 - (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
 - (c) 1 Passport size photo
- 4. Proof of documents – (Please send only copy of documents and not original).**
- (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
 - (b) Education Check - Highest academic education and professional certification courses viz. CA/ICWA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.
- 5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:**
- (a) For VP & below: Last 5 years of employment documents
 - (b) For Director & above: Last 10 years of employment documents



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15

Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71296000

Reference Total Compensation Statement

Name Malhar Bangdiwala
Location Pune

This statement is intended to inform you of your 2023 Reference Total Compensation, as defined herein. If you have any questions about this information, please contact your manager.

Your annualised Reference Total Compensation shall be INR 1,562,500 (based on a full-time working week and on the basis that you have been in employment for the entirety of the relevant performance year (1 January - 31 December)). Your actual Total Compensation for the relevant performance year will be based on, among other things, your actual working arrangements for that performance year.

Reference Total Compensation describes the reference value of annual Fixed Pay and Variable Compensation for an employee who remains eligible for Variable Compensation at the time Variable Compensation is made for the relevant year when all performance expectations on Group, divisional and, individual levels, as applicable, are determined to have been satisfied by the Company in its sole discretion and subject to the Group's affordability.

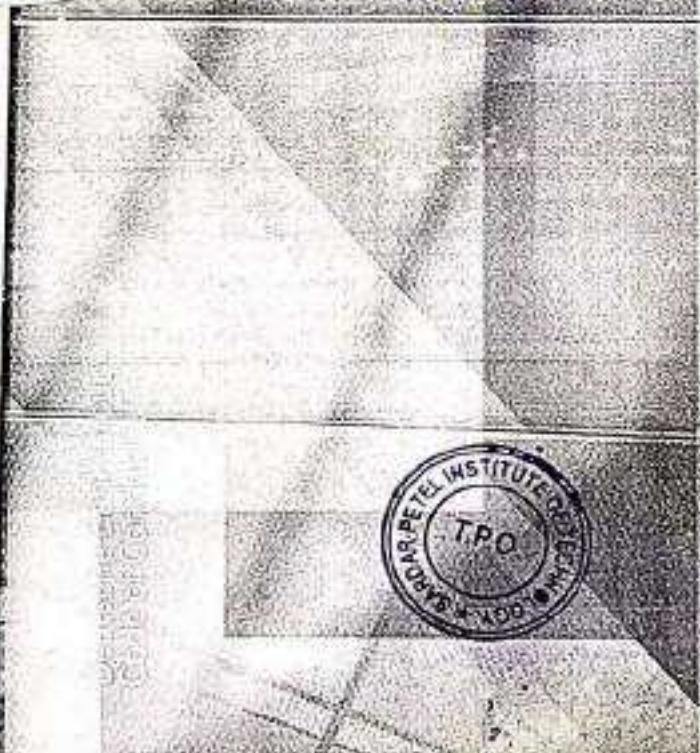
Reference Total Compensation is not, and should not be viewed as, any promise or guarantee to pay any particular level of Variable Compensation or Total Compensation. The actual Total Compensation may vary from (and be more or less than) Reference Total Compensation. Reference Total Compensation will be reviewed each year in the sole discretion of the Company.

For the avoidance of doubt, employees do not have a contractual entitlement to receive any Variable Compensation. Variable Compensation is determined at the absolute discretion of the Company (including, without limitation to, employee's conduct and performance) and subject to regulatory requirements (as may be amended from time to time). Employees must continue to be employed by the Company and not be under notice of termination of employment (for any reason and whether given by the Company or the individual) at the relevant date that Variable Compensation is awarded.

ALL COMPENSATION INFORMATION (INCLUDING THE INFORMATION IN THIS STATEMENT) IS STRICTLY CONFIDENTIAL.



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Deutsche Bank Group
Code of Conduct



Be on the right side.



U.S.
[Signature]

"We earn the trust of our clients, regulators, investors and each other by always acting with integrity and holding ourselves to high standards. Acting according to our Code of Conduct is vital for us to be a bank that achieves sustainable success."

Christian Sewing
Chief Executive Officer



A message from Christian Sewing, Chief Executive Officer



On behalf of the Management Board, I am pleased to present Deutsche Bank's Code of Conduct (the "Code"). The Code sets out our standards of behaviour and conduct to which we as a bank and all our employees are expected to adhere.

As a global company and diverse institution, it is challenging to set out in this Code one all-encompassing standard for the different working environments of each one of us. Nor can the Code address every situation that may arise in the legal and regulatory frameworks in which Deutsche Bank operates. We have a very broad range of businesses, from Retail and Asset Management in Germany and to Investment Banking and Wealth Management in the United States and Australia.

Therefore, the Code is not meant as a set of rules for specific situations, but as a general guide. The Code's success depends on each of us using our judgement to navigate what is sometimes a complex regulatory environment and seeking advice as appropriate. Critical matters should also be escalated promptly and appropriately.

As a bank, we have a responsibility to our clients, investors, communities and to each other. Earning and maintaining the trust of these stakeholders is fundamental.

Our Code of Conduct should be at the heart of everything we do. It is designed to ensure that we conduct ourselves ethically, with integrity and in accordance with Deutsche Bank's policies and procedures as well as the laws and regulations that apply to us worldwide. Underpinning all of this is a simple but basic principle that we should do what is right and proper – it is not enough to just go by what is allowed.

The Code also articulates what our bank stands for and what we want our overall culture to be. We want to foster an environment that is open and diverse, where staff opinions and "speaking up" are valued, and our employees' and the bank's success is built on respect, collaboration and community.

The Management Board and I expect our senior managers to be personally committed to putting this Code at the centre of all we do. We are driving a culture of ethical conduct. Acting according to these standards is vital for us to be a bank that achieves sustainable success.

Thank you.

A handwritten signature in black ink, appearing to read "Christian Sewing".

Christian Sewing



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Udo

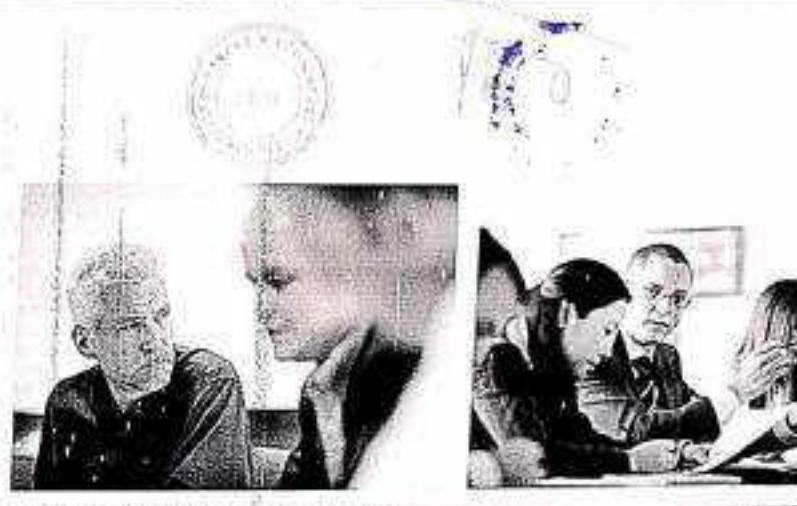
Our purpose

We are here to enable sustainable economic growth and societal progress by generating positive impact for our clients, our people, our investors and our communities.

We achieve this by being a leading European bank with a global reach. We value our German roots and remain committed to our international presence.

We serve stakeholders best by offering solutions to our clients and participating in value creation by them. In doing so, we seek to ensure that our bank is competitive and profitable while being underpinned by strong capital and liquidity. We are committed to a culture that appropriately aligns risks and rewards.

To deliver this, we aim to attract and develop talented individuals. We foster teamwork, partnership and inclusion, trusting that each of us will deliver to the expected standards.

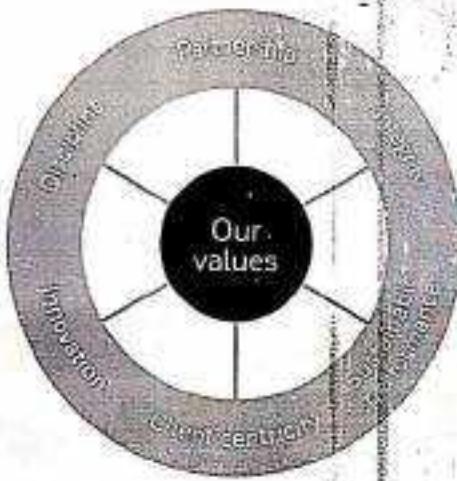


Udo

Deutsche Bank Group | Code of Conduct

Private and personal
relationships and
relationships with
clients. We learn

Our values and beliefs



Our values

We aim to create an environment in which "speak up" and challenge are not just welcomed and respected, but are also a core part of our responsibilities, especially where actions or failures to act are inconsistent with this Code.

Integrity – We earn the trust of our clients, other stakeholders, communities and each other by acting with honesty and integrity and holding ourselves to high ethical standards. We seek to maintain open, credible, constructive and transparent relationships between ourselves, our clients and with our regulators.

Sustainable performance – Our bank is committed to generating sustainable value by responsibly balancing risk and return and by putting long-term success over short-term gain. We do so by implementing appropriate oversight, controls and governance.

Client centricity – We place clients at the centre of our activities. To be successful, we must understand the rapidly changing needs of our clients. We aim to provide solutions to support our clients in value creation. In providing our services, we deliver what we promise to our clients and treat our clients fairly.

Innovation – We continuously embrace new and better ways of doing things while fully taking account of potential risks. Innovation is essential to our success, but must be properly assessed in light of the interests of our clients and stakeholders, and must include assessment of financial, operational, regulatory and reputational risks.

Discipline – We accept responsibility and assign clear accountability. We honour our commitments and meet deadlines, targets and deliverables. We learn from our mistakes.

Partnership – We benefit from collaborating in an inclusive environment, where our diversity enriches our decision-making and idea-generation. We engage with and learn from others through open dialogue. We seek to work in a spirit of partnership, not just with our colleagues but also with our clients, stakeholders, political decision-makers and the wider community.

What does it mean for you in practice?
<ul style="list-style-type: none"> - Values - Integrity - Sustainable performance - Client centricity - Innovation - Discipline - Partnership - Learning from others - Open dialogue - Responsibility - Accountability - Deadlines - Targets - Deliverables - Mistakes - Learning from mistakes - Diversity - Decision-making - Idea-generation - Collaboration - Inclusive environment - Stakeholders - Political decision-makers - Wider community



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Applicability of and adherence to the Code, Compliance with applicable law and regulation



This Code sets out Deutsche Bank's Purpose, Values and Beliefs and minimum standards of conduct.

Our bank requires all employees and members of its Management Board to follow the letter and spirit of this Code as well as applicable policies and procedures ("policies"). All the latest versions of our bank's policies and this Code can be accessed on our bank's Policy Portal. All e-learning training materials can be accessed through Learning Hub.

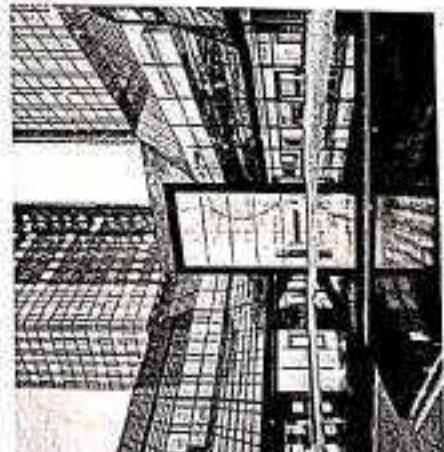
Our bank is also subject to the laws, rules and regulations of many jurisdictions in which we do business, either through a physical presence, holding a licence or due to the fact that our clients are based in that jurisdiction and therefore the laws of that country may also apply.

Our bank's tax affairs are managed in a way which aims to appropriately align the tax consequences of business operations with the economic, regulatory and commercial consequences of those business operations, with due regard being given to the potential perspective of the relevant tax authorities. Our bank operates a central framework and governance to ensure that in all material respects we are compliant with applicable tax laws, we file accurate tax returns, and we pay the amount of tax due. For further information, reference the Tax Strategy and the Tax Principles – Deutsche Bank Group.

Each of us is expected to be familiar with and comply with the applicable laws, rules and regulations, and with the standards that apply to our activities. Adherence with this Code is required regardless of your working location.

If you have any questions about the expected standards, laws, rules and regulations that apply to you, talk to your supervisor, Legal, Compliance, Anti-Financial Crime (AFC), Group Tax, Human Resources or other relevant function within our bank.

At the time you are hired, and periodically thereafter, you will be requested to acknowledge that you are aware of, understand and agree to comply with this Code and other policies. Regardless of such acknowledgement, this Code and other policies will be deemed to apply to you and you are asked to reflect on these principles in your daily work. Failure to comply with this Code, the policies and applicable laws and regulations will be viewed as a serious violation of your terms of employment and may result in disciplinary action, up to and including termination of employment.



Valuing our employees and building trust in the workplace

Diversity and inclusion, equal opportunity, non-discrimination and building trust in the workplace

Mutual respect is the foundation to developing trust and to working in partnership. That is why we do not tolerate disrespectful behaviour, discrimination or harassment, including sexual harassment, or any threatening, hostile or abusive behaviour.

We work together without discrimination based upon an individual's race, colour, sex, national origin, ethnicity, age, religion, disability, marital status, pregnancy, sexual orientation, gender identity and expression, citizenship or any characteristic protected by law. We believe that diversity amongst employees with their varying perspectives, talents and contributions, enriches our interactions with clients, our work life, and the communities in which we live and work. We support our employees' talents and strive to be an employer of choice.

We comply with all applicable laws providing equal opportunity and advancement opportunities for all individuals.

We strive to resolve employment related complaints as quickly and as confidentially as possible and in a manner that is respectful to our employees.

We do not tolerate retaliation against anyone for making an employment-related complaint or cooperating with an investigation concerning discrimination or harassment.



Doing the right thing – acting ethically

We earn the trust of all our stakeholders by acting with integrity and holding ourselves to the highest ethical standards.

Acting with integrity

You must always act with integrity in your dealings with clients, colleagues, and stakeholders by adhering to this Code and applying its standards to everything that you do. You should raise concerns, ask questions and escalate matters, as necessary.

Ethical decision-making

Acting ethically is not only the right thing to do, but also the right way to do business – it serves the interests of our clients and stakeholders and is critical to achieving success in the longer term. In making decisions and determining the appropriate course of action, you must be guided by what is right and proper, not just by what is allowed or legal.

If there appears to be a conflict between this Code and local laws, rules or regulations, the more restrictive provisions apply. When you are faced with questions that go beyond those addressed in this Code, you should follow both the spirit of the Code and related bank policies that cover the issue. Escalate concerns to your supervisor, Legal Compliance, AFC or other relevant function, or report it through the Raise a Concern webpage on deNetwork or to the Integrity Hotline.

Taking personal responsibility

You are accountable for your actions or omissions, and will be held responsible for any improper or illegal acts. Your conduct may be reported to regulators, which could ultimately result in civil or criminal penalties or suspension or loss of your individual licence/registration, if applicable.

Abuse of position

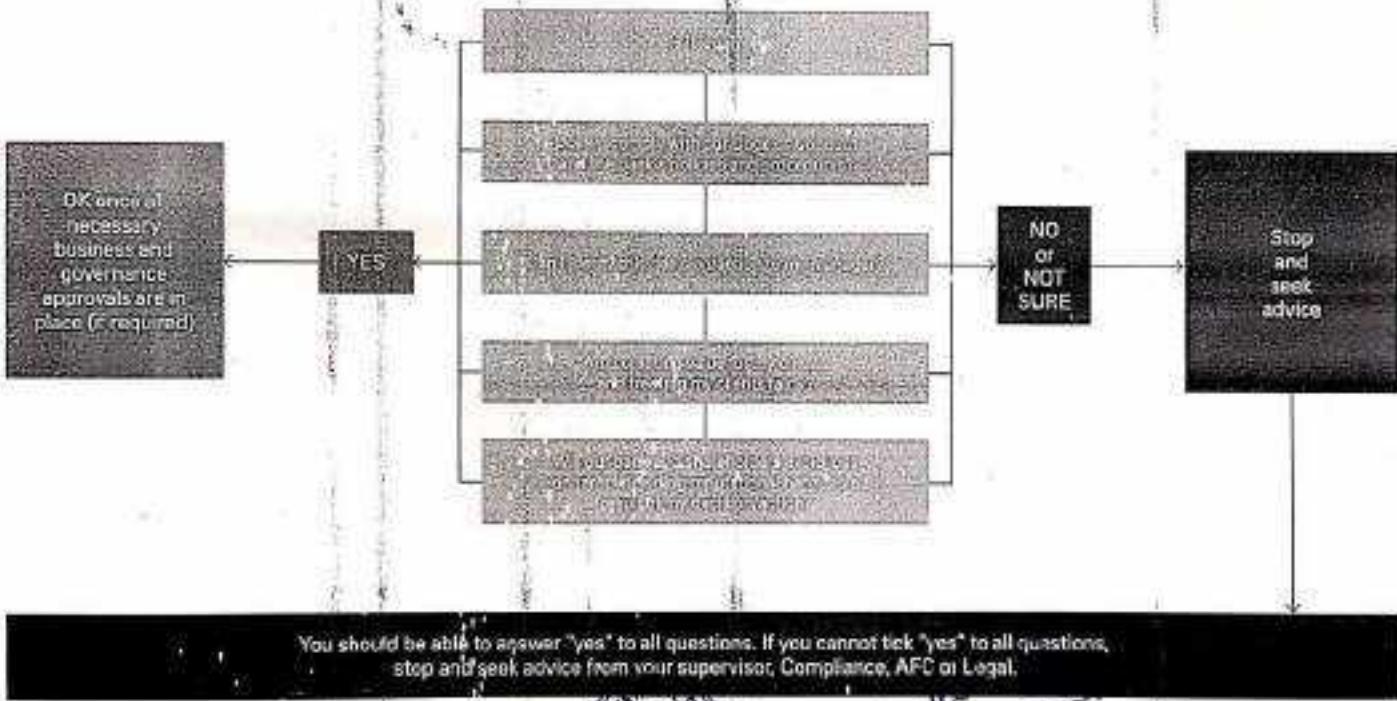
Where you are in a position to exercise influence, power or authority over an employee or decisions affecting that employee, you must always act exclusively in the interests of our bank and not be guided by personal interests. This applies even if you are not the manager of, or otherwise in a hierarchical working relationship with, that employee. Any abuse of your position, in whatever form, will not be tolerated. This includes using your position of influence, power or authority to harass (including sexually) or bully a fellow employee, as well as using your position to exercise inappropriate influence on behalf of, or show inappropriate favouritism towards, an individual with whom you have a close personal relationship or a family connection.²



² A close personal relationship includes an employee's romantic or sexual relationship; personal business; commercial or financial relationship; cohabitee; or financial dependent. A family connection is an employee's spouse, civil partner, domestic partner, children or step-children; mother or parent-in-law; sibling or sibling-in-law; grandparent; aunt; uncle; nephew/niece; or first cousin.

Decision-making tree

When faced with an ethical question or a challenging decision, you should ask yourself:



You should be able to answer "yes" to all questions. If you cannot tick "yes" to all questions, stop and seek advice from your supervisor, Compliance, AFC or Legal.



Responsibilities as a manager

If you are a manager, your employees will look to you to set an example and to demonstrate the standards set out in the Code. You are responsible for creating an inclusive and diverse work environment that attracts and retains the best employees and permits your team to innovate, problem solve and successfully execute. You need to encourage your team to speak up and you need to be a good listener, who is committed to supporting your employees in their work and development. Your people-development skills should be a priority. Each of us, especially leaders and managers must act with integrity and inspire trust.

As a manager, you are responsible for creating and maintaining an environment built on trust and safety, providing the foundation for giving and receiving regular feedback that is balanced, open and actionable.

At the same time, you supervise the activities and conduct of your employees and are required to have an appropriate control environment for your business, designed to adhere to applicable regulatory requirements. Part of that control environment includes encouraging individuals to ask questions and challenge, and setting the right tone in how to act.

Investment in skills and encouraging employees' professional and personal development are essential components of our bank's people agenda. This is reflected in the talent and development agenda, which helps to develop and nurture future leaders who are accountable, who champion the Code's standards and who inspire the best in their colleagues.

You should recognise and positively reinforce good behaviours as well as acting swiftly to investigate the case of inappropriate behaviours.

Note that you can be held responsible for the actions or omissions of those you supervise, particularly if you have not exercised the level of supervision expected by our bank and/or our regulators.



Uwe

Risk awareness and acting as a risk manager

At Deutsche Bank, everyone of us has a role to play in building a stronger, more resilient and sustainable bank.

We aim to foster a culture of strong risk awareness and ownership, where all employees act as risk managers.

It is your responsibility to be aware of, understand and take a holistic view of the risks, which could result from your actions or decisions; and to manage those risks in line with the bank's risk appetite and risk management standards.

For further information, reference the Risk Management Policy – Deutsche Bank Group.



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What does it feel like doing... what can it mean in practice?

You should be aware of the potential risks you might face and how to manage them.

You should always consider what you can do to help others in your environment.

You should always be open to new ideas and show effective challenge.

What does it feel like you should be prepared for?

What does it feel like you should be forward-looking?

Remember, if it feels wrong, stop, say no and take a breakup.

Deutsche Bank Group Code of Conduct



Hans

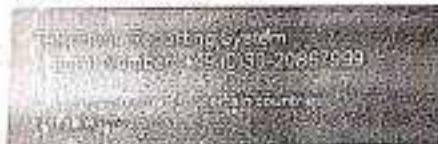
Speaking up and raising concerns (including whistleblowing)

You are encouraged to raise all concerns, and you are expected to raise concerns related to possible violations of laws, rules, regulations, bank policies and conflicts of interest. Sometimes, these violations can also involve third parties, including our clients and/or vendors/suppliers. Regardless of business or other pressures, you are expected to raise concerns promptly.

Managers are required to foster an environment where employees feel free to speak up, which means to express their views, raise concerns and escalate any issues that could negatively affect our business, our clients or our people, confident that they will be heard, acknowledged, and addressed appropriately.

In addition, no one, at any level, has the authority to ask you to do something that is a breach of this Code or our existing policies or that is unethical or illegal. If you have any questions or concerns about a potential course of action, you should promptly escalate your questions or concerns.

For further information, reference the [Racing Concepts](#) (including Whistleblowing Policy – Deutsche Bank Group).



Non-retaliation
We aim to create an environment where every employee feels safe to speak up and raise concerns, including cases of potential misconduct, unethical behaviour or possible violations of law or policy, without fear of retaliation.

We prohibit retaliation against any individual for reporting concerns. We also prohibit retaliation against those who assist or cooperate in a subsequent investigation of such concerns. Retaliation means any adverse action taken against a person because they reported or cooperated in such an investigation.

Individuals who engage in retaliation are subject to disciplinary action up to and including termination of employment. Managers can also be held responsible for the behaviour of individuals under their supervision who engage in retaliatory actions.



There are various internal channels you can use to report potential misconduct or potential ethical concerns, including to your supervisor/Head of Department and/or to Carepliance, AFC, your HR Business Advisor, or Legal. You may also use the Raise a Concern webpage on dbNetwork or the Integrity Hotline, which is an electronic platform and telephone reporting system for raising concerns, and which can be used either anonymously or non-anonymously.

Deutsche Bank Group Code of Conduct



CENTRAL ASIAN STUDIES

Protecting and handling confidential information



Our clients expect that we maintain the confidentiality of their information, whether that information relates to financial, personal or business matters. Our bank also expects that you maintain the confidentiality of its own information. Confidential information can be written, oral or electronic and includes a wide variety of data deriving from sources such as IT applications, strategies and customer lists. When in doubt, assume all information you receive is confidential. Inside information is a subset of confidential information and discussed later in the code.

You may not share, make available or disclose such confidential information to anyone inside or outside our bank, except on a "need to know" basis, i.e., with other staff who are involved in the transaction or providing the services and such disclosure is required for the proper execution of our bank's responsibilities. Sharing it more broadly, even with other employees, could be inconsistent with a client's expectations or in breach of legal requirements, including a confidentiality agreement with the client. Where information may be shared, you must limit the amount of information to what is required to achieve the stated business purpose and make sure the recipient knows that the information is confidential and subject to restrictions related to its use or dissemination.

Q&A

- Q1:** A colleague asks me to share customer information from my former employer. She explains that this would be a great opportunity for the bank to acquire new customers, cross-sell financial products, and for her to meet her quarterly targets. Is this the right thing to do?
- A1:** No. You must not disclose that information. Customer information of your former employer is that employer's confidential information and you have a legal obligation to protect the information, even after leaving that company. By disclosing the information, you are breaching this Code and exposing yourself and our bank to legal liabilities.
- Q2:** Marie in Finance is working with the Deutsche Bank printers on the preparation of the bank's annual results. She has just reviewed the latest proof and forwards it to other colleagues involved for their review. Having pressed Send, she notices that in error, she has sent the document to a James O'Smith rather than James Smith. Has Marie acted illegally by sharing the bank's annual results in advance?
- A2:** She has not intentionally leaked the information so this would not be a criminal offence. Nonetheless, there is a problem. What has happened is the inadvertent leak of inside information. It is crucial that Marie immediately escalates the issue to Compliance, who will advise her how to proceed.

It is never appropriate to share confidential information with family and/or friends. Even if you believe that a family member or friend will not misuse the information, it is not your information to share.

Data held by sensitive business areas are secured by Information Barriers (e.g., data relating to business areas classified as non-public are held behind the Information Barrier and are not accessible by other areas).

Restrictions on disclosing confidential information are not intended to, and should not, prevent employees from reporting or escalating any concerns or responding to questions or requests from relevant regulators, law enforcement agencies or their formally appointed agents, courts of law or our bank's monitors. For further information, reference the User and Handling of Client Confidential and Disclosing Bank Proprietary Information Policy – Global.

Also remember, information from prior employers (including information from the clients of prior employers) is confidential information and should not be shared without bank or bank employees – to do so is unethical, unless it has already been made public through no action of your own.



Ulf Haas

Conflicts of interest



Many of the major problems that have occurred in the industry, including here at our bank, involved conflicts of interest. A conflict of interest arises where one or more persons or entities have competing interests and the serving of one interest may involve detriment to another. As a global financial services provider, our business inevitably gives rise to actual, potential and perceived conflicts. Examples of potential conflicts include: In Markets, acting as principal with a client or as an agent between a buying and selling client; in Banking, acting on behalf of an issuer of securities while managing our responsibilities to underlying investors in those securities; in Asset Management and Wealth Management, being incentivised to create or sell products that may be to the detriment of our clients or the market.

- When identifying conflicts, be sensitive to the fact that conflicts can arise in a variety of relationships, including:
- Between our clients;
 - Between a client and our bank or our employees;
 - Between the bank and our employees;
 - Between a service provider and an employee or the bank; and
 - Between and among different groups within departments or divisions of our bank.

Deutsche Bank Group Code of Conduct



Q&A

- Q1.** You are part of the COO function and you are selecting a new software supplier for the bank. Your spouse works for one of the vendors. Is this a conflict?
- A2.** Yes, there is a potential conflict between you and the vendor because the fact that your spouse works for one of the vendors could be viewed as influencing your judgment. You should make sure that the bank is aware of the potential conflict, and you should not be involved in the selection of the vendor.
- Q3.** An issuer client threatens to end its business relationship with our bank unless one of our research analysts takes a more positive view on its stock. Is this a potential conflict of interest?
- A4.** Yes, this situation represents an actual conflict of interest between the bank and its client because according to the client's demands would compromise

the objectivity and independence of the research output. Any such attempt, by a client, internal stakeholder or otherwise, must be escalated in accordance with the bank's policy.

- Q5.** You work at a local branch in Berlin. You just received a call from a customer that is a small-sized business looking for some short-term working capital. The logical choice for the client is a short-term loan, but your colleague has suggested that you should pitch a credit card option, which would attract much higher fees for the bank. Should you advise the customer to opt for a credit card?
- A6.** No. The best option for the customer is the loan. The suggestion that you should earn higher fees by recommending a credit card at the expense of the customer's needs is not appropriate and would be a failure to manage the conflict arising between the interests of the client and the bank.

to the Business Selection and Conflicts Office, Compliance, Human Resources or Legal so that they can be addressed appropriately. You should not abuse your position at our bank by, among other things, exercising inappropriate influence on behalf of, or showing inappropriate favouritism towards, an individual with whom you have a close personal relationship or a family connection.

Conflicts can be nuanced and, in dealing with potential conflicts, you should act with integrity and use good judgment in a manner consistent with this Code and our policies, and ask for guidance as necessary.

For further information, reference the Conflict of Interest Policy – Deutsche Bank Group.

Udo

Financial crime prevention and detection



Anti-financial crime

Our bank advocates the development of sound regulations and internal procedures to combat financial crime, including tax evasion. These requirements are also intended to prevent our bank from committing or facilitating – intentionally or negligently – criminal offences.

You are personally accountable for adhering to all applicable statutory and regulatory responsibilities to prevent financial crime. To support you in meeting those obligations, our bank's Anti-Financial Crime (AFC) department is mandated by the Management Board to develop and implement policies, procedures and processes to minimise AFC risk within our bank, and enhance them on a continuous basis, at both global and local levels.

For further information, reference the Principles for the Management of Financial Crime Risks – Deutsche Bank Group.



Anti-money laundering/anti-terrorism financing

Money laundering is the intentional movement of cash and/or assets derived from illegal and criminal activities into the legal financial and business system. The attempt to disguise the true source or ownership of the funds, to disguise the ultimate disposition of the funds and to eliminate audit trails is part of the laundering process. Underlying crimes are defined by local laws and could comprise, for example, forgery, counterfeiting, extortion, human trafficking, robbery, drug crime as well as fraud, corruption, organised crime, or terrorism.

Terrorism financing is defined as the providing, depositing, distributing or collecting of funds, by any means, intended to be used, or knowing that they are to be wholly or partially used, for committing terrorist acts. It is not relevant whether such funds are of legal or illegal origin.

To combat money laundering and terrorism financing (together "AML"), our bank has developed a set of policies outlining its general AML standards and principles. You are required to adhere to these standards to protect our bank and its reputation from being misused for money laundering and/or terrorist financing or other illegal purposes.

For further information, refer to the Deutsche Bank Money Laundering Policy - URL: www.deutschebank.com/deutschebank/compliance/AML.aspx



Economic sanctions regulations & anti-boycott rules

National authorities and supranational organisations (e.g. the United Nations and the European Union) impose restrictive measures against targeted sectors as well as countries, organisations, groups, entities and individuals who infringe internationally accepted behaviours and norms, including those who have been identified as being involved in weapons proliferation etc.

- terrorists or supporters of terrorist organisations;
- violators of human rights; or
- being involved in bribery and corruption.

Such measures are more commonly known as embargoes or sanctions. Our bank has identified Prohibited and Restricted Special Risk Countries in order to better safeguard against sanctions risks.

You are required to comply with applicable embargoes and sanctions as well as our bank's requirements on Special Risk Countries. Non-compliance can expose our bank, as well as you personally, to civil, regulatory and criminal penalties, including substantial monetary fines and, in the case of individuals, prison. Non-compliance with embargoes and sanctions also poses a substantial reputational risk for our bank. It is also important to note that there are anti-boycott



Financial crime prevention and detection (continued)

Economic sanctions regulations & anti-boycott rules (continued)

rules in place that prohibit against and counteract the effects of extra-territorial application of specific sanctions regulations imposed by other jurisdictions. If you have any concerns, consult with AFC before proceeding.

For further information, reference the Sanctions Policy – Deutsche Bank Group.

Q&A

- Q. A client calls Elias to let him know they will be exporting goods to a defunct company based in Russia. The client wants to know if we will support the transaction related to the shipment. Elias escalate this information to Regional Sanctions – what will likely be the outcome?
- A. We would need further information on the goods, transactions and end-user to understand what is involved and determine whether the transaction may violate applicable sanctions.

Key learning point: Sanctions can be broad-in-scope, so you need to understand the impact of sanctions on your business activities.

If in doubt: You must escalate your concern to your local AFC Team, Regional Sanctions & Embargoes Team or the Global AFC Sanctions & Embargoes Team.



Anti-bribery and corruption

Our bank is committed to complying with all applicable anti-bribery and corruption laws and regulations. Our bank expects transparency and integrity in all of its business dealings to avoid any improper advantage or the appearance of questionable conduct by its employees and associated third parties.

Bribery and corruption risks can arise in a number of areas that we deal with every day. Examples include: gifts and entertainment, interacting with public officials, kickbacks, use of third parties, provision of goods and services, hiring practices, and acquisitions. You are responsible for preventing, detecting, and reporting bribery and other forms of corruption in connection with our bank's business.

Bribery or corruption in any form is not tolerated by our bank – you and third parties associated with your business are prohibited from offering, promising, giving or authorizing, any form of solicitation, agreement to receive, or accepting anything that constitutes, or could be perceived as constituting bribery or corruption.

For further information, reference the Anti-Bribery and Corruption Policy – Deutsche Bank Group.

Q&A

- Q. Deutsche Bank operates globally and may require the support of agents in different jurisdictions to act on its behalf and provide local expertise. Could Deutsche Bank be liable for any bribes paid by Business Development Consultants (BDCs) or external advisors used to help the bank win business?

- A. Yes, Deutsche Bank could be liable for bribery paid by agents operating on behalf of the bank, like BDCs.

How can you reduce the risk? Due care and skills must be exercised when selecting and dealing with BDCs and other agents. Our bank's policies must always be followed. For further information, reference the Anti-Bribery and Corruption Policy – Deutsche Bank Group.

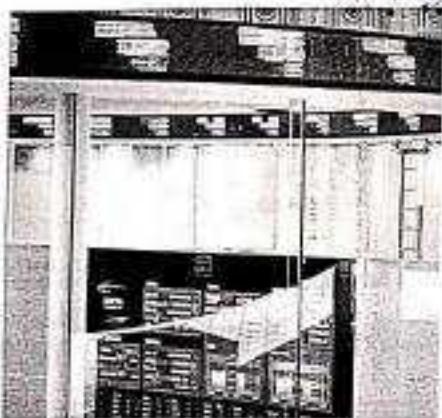
Anti-fraud

Fraud is defined as any intentional act or omission, including a misrepresentation which misleads or conceals, or attempts to mislead or conceal, in order to gain a personal or business advantage, or to avoid a personal/business disadvantage. Fraud may be committed by an individual, a group of individuals, or by one or more organisations.

If you have knowledge of fraudulent activity or potential fraudulent activity, have reason to suspect that fraud has occurred, or a fraud attempt may occur, you must immediately escalate to AFC by following the escalation process defined in the Anti-Fraud Policy. You are responsible for ensuring that you do not commit or contribute to fraud. For further information, reference the Anti-Fraud Policy – Deutsche Bank Group.



Fair and free markets



Market conduct, market manipulation and market abuse

Protecting the integrity of financial markets is critical to promoting fair and efficient markets and investor confidence; inappropriate market conduct undermines fairness, efficiency and confidence in the markets.

Market manipulation/market abuse can have a significant negative impact on our clients, the financial markets and our bank as a whole.

As such, all business conducted by our employees must be driven by legitimate reasons and must be conducted in a manner that avoids or minimises market disruption.

You must not engage in activities, practices or conduct that are manipulative, illegal, anticompetitive, or unethical, that exacerbate conflicts between or among our bank and its clients, that are contrary to industry standards or applicable regulations, or that are otherwise damaging to our bank's reputation.

Our bank has a policy in place to specifically address Market Conduct as well as standards for specific bank products. For further information, reference the Market Conduct Policy - Global.

Q&A

Q: You purchase 5,000 shares in XYZ Ltd. You then spread a rumour online that XYZ Ltd. is the subject of a takeover bid from Predator plc. The story spreads and makes its way into the media, causing the share price to rise significantly. You then make a profit by selling your shares. Shortly thereafter, Predator plc makes a formal statement denying the rumour and the share price of XYZ Ltd. falls back to its previous level. Have you done anything wrong?

A: Yes. You have engaged in market manipulation that has distorted the price of XYZ Ltd shares by spreading false rumours. This is illegal.

Abuse of information and insider trading

In the course of your work at our bank, you may come into possession of inside information, also referred to as material, non-public, price sensitive information (PSI or MNPI). While the definition may vary from jurisdiction to jurisdiction, inside information can be described as information which has not been made public, relating directly or indirectly to one or more issuers or to one or more financial instruments, and which, if it were made public, would likely have a material effect on the price of those financial instruments or on the price of related derivative financial instruments.

While you are in possession of confidential information, especially inside information, you are under a duty of confidentiality in respect of the information you receive and may only use or disclose such information with due authorization and on a need-to-know basis. Using such information for your personal gain or sharing with others who use it for their personal gain – so called “tipping” – is illegal and prohibited by the Code and our bank's policies.

For further information, reference the Information Barrier Policy – Deutsche Bank Group.

Q&A

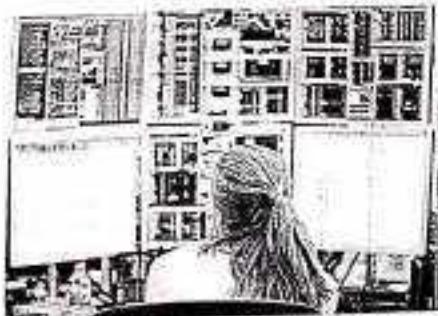
Q: I have learned that Deutsche Bank is considering the acquisition of a small, publicly-traded company. As an employee of the bank, may I acquire the stock of this company in anticipation of the acquisition? May I share this information with my cousin so that she can acquire the shares?

A: No. Trading on and tipping others who trade on inside information is illegal and a violation of this Code.



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Fair and free markets (continued)



Antitrust

Ensuring that employees at all levels comply with applicable antitrust laws is a key priority of the bank. The financial sector is under close scrutiny from antitrust authorities and public prosecutors. Understanding the basic concepts of the antitrust rules and the limitations that they can impose on your activities, and being able to identify activities or conduct where there could be risk is critical for you and our bank.

Antitrust laws promote free competition by making certain anti-competitive practices illegal. The practices caught by antitrust laws encompass a wide range of market-distorting behaviour around the globe. This behaviour includes agreements and practices that restrict competition, trading in concert with a competitor, agreements with competitors on pricing, agreements to exclude others from a transaction, facilitating the exchange of competitively sensitive information, and violations of merger control rules.

Antitrust laws of certain countries in which we conduct business have broad extraterritorial scope and application. It is our policy to comply with all laws which prohibit anti-competitive conduct in the countries in which we operate.

The consequences of antitrust violations are serious and far-reaching. US, EU and other enforcement authorities vigorously prosecute anti-competitive conduct. Any infringement of antitrust laws can have serious consequences, including taxes, financial penalties for our bank and you. Multi-million euro fines have become routine for companies found guilty of infringing antitrust laws. Other serious consequences may also result from non-compliance with antitrust laws, including:

- Individual imprisonment or long-term disqualification;
- Paying compensation to affected parties;
- Reputational damage;
- Restrictions on business; and/or
- Void or unenforceable contracts.

For further information, reference the Antitrust Risk Management Framework Policy – Deutsche Bank Group.

Q&A

- Q.** As a Deutsche Bank Swap trader, you contribute streaming of live prices to three trading venues that are used by the administrator of a daily benchmark. The benchmark is calculated off-tradable quotes from regulated, electronic, multilateral trading venues and represents the mid-price for Swaps (fixed leg) at a particular time of the day.

Early one morning a longstanding colleague, who now works for another bank, emails you with the following message:

"Hi Mate,

Need a favour from you. Can you nudge your GBP/EUR down a couple of bps on Trad-X today? I know you don't do much volume on that venue anyway so you're unlikely to be hit and it would be a great help to me. I can return the favour sometime in the future to help you out."

Is it acceptable to agree to the proposition?

- A.** No. Any form of collusion among competitors in order to manipulate, or to attempt to manipulate or help facilitate some to manipulate, benchmarks, price fixes or reference rates capable of distorting the normal course of pricing is not acceptable.

Even if your attempt to influence the fix fails, the intention to influence normal market conditions is sufficient to make this behaviour illegal and be in violation of antitrust law.



Mr. 9

Treating clients fairly, communicating with clients, and handling customer complaints



Treating clients fairly

As a bank, we have defined ourselves as client centric, and part of our success is through creating value to our clients by the solutions we provide and services we offer. Critical to our strategy is delivering what we committed to our clients and treating them fairly and transparently.

In practical terms, it means that we may not take unfair advantage of anyone or disadvantage them through manipulation, concealment, abuse of confidential information, churning or using it improperly; misrepresentation of material facts or unfair dealings or practices.

For customer-facing employees, you should understand your customers' needs, expectations and interests in order to provide them with appropriate solutions that lead to the right outcomes for them based on their stated requirements, sophistication and attitude to risk.

You must always act fairly, honestly and transparently and avoid providing customers with undue preferential treatment, including over other clients.

Q&A

- Q:** Theo works in a retail branch. He has been told that the incentive this year is a 5% pay rise if he meets the target before year end. An existing retail client visits the branch seeking to invest all of a small inheritance he received – he says this is his retirement money when he retires in a couple of years.

Theo advises him on a non-principal-protected product intended only for high net worth individuals, who are "sophisticated clients," for which he will receive a higher commission. He explains that they are similar to retail bonds but have a high coupon payout structure and states that they are not any riskier than bonds of a blue chip corporate.

- Were the rationale and risks of the product sold in line with the risk appetite of the retail client, i.e., was it suitable?
- Did he explain the product thoroughly?
- Was he truthful?
- Was his judgment clouded by his own personal interests?
- Should the bank have considered whether the incentive programme could influence bad outcome decisions?
- A: Theo mis-sold the product and misrepresented the importance of the risks embedded in the product. He did not consider whether this was a suitable product for the client and sold a product for which he would receive a higher commission and, therefore, a better chance of meeting a target set by the bank.

Communicating with clients

It is important when dealing with our clients that our communications – both oral and written, are fair, clear and accurate. Statements that can be viewed as misleading or that omit material information, including information important to making an investment decision – whether the client is retail, professional or institutional – can violate applicable law. Fair, clear and accurate communications protect the bank and you.

Under U.S. regulations there has been no focusing on communications with institutional investors in liquid instruments. Participants are required to have a high level of risk awareness regarding the securities to be purchased.

In the case of communications such as offering circulars and research, they promote market efficiency by ensuring that all market participants have the opportunity to act on information that is accurate, complete and not false or misleading.

All bank communications must meet certain minimum content standards and requirements, including specific information classification standards. In addition, specific requirements relating to certain categories of communications such as research, sales, marketing and advertising are the subject of supplemental policies.

For further information, reference the Business Communications Policy – Global.



Treating clients fairly, communicating with clients, and handling customer complaints (continued)

Customer complaints

A complaint means any expression of dissatisfaction or grievance, regardless of whether justified or not, from or on behalf of a customer or counterparty about our bank's provision of, or failure to provide, financial services (for example, the execution of any transaction, or the disposition of securities or funds). This may also include public relations matters regarding our bank's business practices that have the potential of damaging our bank's reputation, brand and market value. Complaints may be received from a complainant directly or through an authorized third party and can be transmitted via various means, including letter, telephone, email, or in person. They may also involve a demand, express or implied, for a payment or adjustment.

You must promptly refer all complaints to your supervisor. Actual or potential errors or complaints that could result in a client dispute must be referred to Legal and Compliance and any complaints, errors or inequities relating to customers that cause breaches of regulatory or legal requirements or obligations must be reported immediately to your supervisor, Legal and Compliance. All errors and complaints must be addressed as soon as practicable.

For further information, reference the Minimum Requirements for Handling and Recording of Complaints – Global.

Q&A

- Q. You have received a call from a client concerned that there are unusual transactions which they do not recognize on the account, and their statements are arriving much later than usual.
— Is this a complaint if you think the delays are due to system problems?
— Do you report the complaint to your supervisor immediately or only if the client complains again?
— Do you register this as a complaint for Complaints Handling process used by your business?

A. You report the complaint to your supervisor immediately and ensure that it is properly reflected as a complaint in your business' Complaint Handling procedures.

In most jurisdictions, there are requirements about responding to and reporting complaints. Further, complaints can be an indication of a broader problem. The sooner the problem is reported, the sooner the bank can take action.



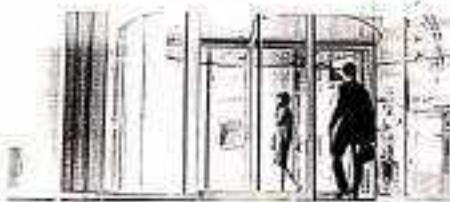
Protecting customer assets and accounts

The protection of customer assets and accounts is paramount. Each division is responsible for implementing policies necessary to ensure client monies and assets are appropriately safeguarded, and the dispositions of customer assets are only made by the holders of accounts, and in the case of custody accounts, by their agents on the basis of a power of attorney or by virtue of a court order or other official measures. Balances on customers' demand accounts and custody accounts with no known address may not be booked to revenue by our bank.

For further information, reference the MiFID II Safeguarding Client Assets and Funds (SCAF) Policy – Global and the Business Relationships with Interrupted Customer Contact (Uncollected Assets) Policy.



Employee related activities



Avoiding and disclosing personal conflicts of interests

Employees must disclose any potential conflict of interest. For example, if you have a close personal relationship with a vendor or a client, or you have a close personal relationship with your subordinate employee, then this will need to be disclosed. There are also other areas where our bank is required by law or due to the appearance of a conflict of interest to impose limitations and/or requirements on employees. These include:

- Business expenditure
- Personal account dealing (employee trading)
- Outside business interests
- Political contributions



Deutsche Bank Group - Code of Conduct

Pre-approvals are based on various thresholds set out in the policy referenced in the next paragraph.

For further information, reference the Anti-Bribery and Corruption Policy – Deutsche Bank Group.

Q&A

Q1. I am considering offering my colleague a gift in influence or expense. I am not sure if it is appropriate to do so. Is there any guidance available?

Q2. I am considering making an investment in my company's stock. Is this acceptable? What would be the best way to do this?

Q3. I am curious about the activity of my supervisor with my business contacts.

Q&A

Q1. You are to finalize a contract with a major supplier. You have suggested that you could sign the contract at an expensive new French restaurant in town that you have wanted to try. Is this a problem?

Q2. You take one of your most important clients to dinner on a regular basis. The client likes expensive restaurants and fine wine. If you forget, your client reminds you. Is there anything wrong with this?

A. You should neither accept nor provide excessive and/or frequent work-related entertainment. All work-related entertainment must comply with our bank's Anti-Bribery and Corruption Policy. In both cases, the entertainment appears to affect impartial decision making leading to an unfair business advantage, putting both you and our bank at risk of breaching anti-bribery laws.

Employee related activities (continued)

Personal account dealing (employee trading)

Our bank sets out a Personal Account Dealing Policy to meet legal and regulatory requirements, to avoid even the appearance of insider trading and/or potential conflict.

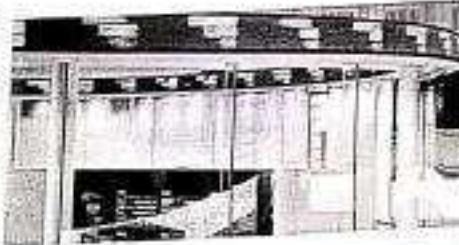
It is your responsibility not to trade on, or otherwise take advantage of inside information and not to put your personal interests over those of our bank or its clients when engaging in trading for your personal or related party accounts.

You should be familiar with the Personal Account Dealing Policy, which is designed so that personal investment activities are conducted appropriately.

Where required, you should notify Compliance of your personal trading accounts including those held at our bank or with a designated broker.

Where pre-clearance or approvals are required, you must obtain pre-clearance/approval via the Employee Trade Request Application, i.e., the CTRA system, prior to engaging in personal account trading. Personal trading accounts where you have fully delegated the investment decisions to a third party by means of a written discretionary management agreement and where you cannot exercise any influence or discretion are required to be disclosed, however, trading is not required to be pre-cleared.

There are minimum holding periods for investments which vary by location and division which are set out within the policy. For further information, reference the Personal Account Dealing Policy - Deutsche Bank Group.



Remember:

- You must prioritise the interests of our bank and its clients ahead of your own personal trading interest.
- As such, you are prohibited from:
 - Entering into transactions involving a conflict of interest between an employee and our bank or its clients;
 - Using your access to proprietary information or client information in any way to advantage your or anyone else's personal investing; and,
 - Entering into transactions that present potential reputational or regulatory risk to our bank.



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Employee related activities (continued)

Outside business interests

You are expected to devote your best efforts and abilities to our bank. Outside Business Interests are certain interests or activities undertaken by employees outside their role at or with our bank, whether or not compensated, that may create a potential conflict of interest. These are generally positions in external organisations such as directorships or partnerships, external other employment or appointments to public offices. Minimum standards have been set to avoid or manage conflicts with any Outside Business Interest and the duties of the employee. To protect our bank and its staff against reputational risk, avoid interference with your responsibilities to our bank, and to assist Compliance in the identification and prevention or mitigation of conflicts. You are required to disclose and obtain approval prior to engaging or agreeing to engage in an Outside Business Interest via GECCE.

For further information, reference the Outside Business Interests Policy – Deutsche Bank Group.

Criminal investigations

If you become the subject of any criminal investigation, you must inform without delay your local HR manager who will in turn notify Group HR, Legal, Compliance and AFO.



Political contributions

Our bank is a politically neutral organisation and does not engage in party political campaigning or make party political donations. Our bank conducts dialogue with governments on issues relevant to our businesses and any communication undertaken is honest and accurate.

Our bank permits its employees to be active in the political process. If you are involved in political activity in a personal capacity you have a responsibility to make sure that this is kept entirely separate from your duties as an employee and that our bank's funds or resources (including time) are not used for political purposes. It is not permitted for any employee to coerce or pressure other employees to make political contributions.

In certain jurisdictions, there are limitations, restrictions and reporting requirements on the exercise of political activities. In the US, such regulations apply to all US citizens and US permanent residents regardless of work location. Please contact local Compliance for advice prior to engaging in any political activities.

So that conflicts of interest are avoided, colleagues are expected to exercise discretion and not become involved in matters of political controversy that may compromise the interests of our bank and/or their role.

Any material political activity must be approved in advance by your supervisor and Compliance.



Communications, the media, social media and interactions with our regulators

Q&A

- Q.** You have received a phone call from a journalist who is asking the whereabouts of a client. You met with the client in the morning and she told you she was travelling today to Eastern Europe for business. The journalist says that your client is in the middle of striking a very important business deal and promises that he will write a positive piece about Deutsche Bank if you help him out with the information he needs. You are not an authorised spokesperson for the bank. Is it appropriate to reveal your client's whereabouts?
- A.** No. You must decline to speak to him and refer him to your local Press Office. Client information must be treated in confidence. It would be a major breach of trust to pass this information to anyone outside the bank.

You are not permitted to speak to the external media unless you have been approved and received formal training as an authorised Deutsche Bank spokesperson and media contacts should always be referred to or logged with your local Press Office.



Responding to media inquiries

Unless authorised to speak to the media, you must refer all media enquiries concerning business activity, clients, employees, officers or members of the Management Board or Supervisory Board of our bank to the appropriate Communications team.

If you plan to have or you had contact with a media representative you have to inform Corporate Communications in a timely manner.

You must not make any statements in the name of our bank or release any information or documents to the media either directly or through a third party, unless expressly authorised to do so by the appropriate Communications team.

For further information, reference the Media Policy – Deutsche Bank Group.

Electronic and voice communications

The use of electronic communication systems and the recording of voice communications can be subject to the

laws and regulations of multiple jurisdictions. Principles have therefore been established to safeguard information and to set minimum requirements for appropriate access, monitoring and usage.

Only Deutsche Bank-approved communication devices and applications may be used for the conduct of any bank business whether by email, chat or other electronic messaging. If you are required to use recorded lines, you must comply with the Voice Recording Policy to ensure that your conversations are recorded. Participating in multi-party/multi-entity chat rooms and other public chat rooms in connection with any bank business or with our bank's equipment is generally prohibited (certain exceptions apply with relevant pre-approval).

Our bank is required to retain records relating to electronic and voice communications generated by employees and undertake surveillance of them. Additionally, electronic and voice communications may be subject to disclosure or other requirements in litigation, regulatory and law enforcement inquiries, internal investigations and/or other proceedings, and/or subject to monitoring or surveillance. Employees are expected to allow the Bank to meet legal retention requirements, and, where legally permitted, will be asked to provide DB electronic communications that appear to be related to a DB activity that occurred on a non-DB approved electronic communication system.

Our bank reserves the right to monitor, review, access, record and disclose information and data, which is created, sent, received, downloaded or stored on our bank's electronic or telephonic systems or on the bank's premises, subject to local data privacy restrictions.

For further information, reference the Electronic Communication Systems Policy – Deutsche Bank Group and the Use of Mobile and other End User Devices – Deutsche Bank Group.



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Communications, the media, social media and interactions with our regulators (continued)



Social media

Recent years have shown a growth of social media services, which has fundamentally changed interpersonal communications, built online communities, and increased virtual interactions. Our reputation is dependent upon appropriate and professional media and public relations. In order to protect our reputation and brand, only authorised employees may set up and operate a social media channel in the name of our bank. This restriction does not apply to discussion of personal matters outside of work and on non-bank equipment.

You should always use good judgment in your use of social media and other online activities, even in connection with personal matters. Postings on internet and/or social media sites referencing our bank, your responsibilities, our clients or your bank colleagues may have an impact not only on you but our bank as well, and may constitute a breach of privacy laws, misuse of confidential information or other policies. Your social media activities are also governed by the laws applicable in the country where you work as an employee. The policies and guidelines of your respective division or the region in which you work also apply.

For questions about the use of social media, please contact Digital Communications.

For further information, reference the Media Policy – Deutsche Bank Group.

Deutsche Bank Group Code of Conduct

Interactions with supervisory authorities

Our bank is committed to act in an open and transparent way with all its Supervisory Authorities and to promote trust-based cooperation. Failure to do so could result in regulatory sanctions, reputational damage and/or significant financial penalties.

Relationships with the supervisory departments of our bank's Supervisory Authorities are managed by Regulation, Compliance, Country Management or other teams responsible for regulatory relationship and subject matter experts (representing the business divisions and infrastructure functions). Each Supervisory Authority generally has a bank Principal Point of Contact.

Any communications that are received by anyone other than the Principal Point of Contact should be escalated to Compliance or the relevant team responsible for regulatory relationship who will re-route the communication to the relevant Principal Point of Contact. Communication to the Supervisory Authorities by any department or individual other than the Principal Point of Contact should first be isolated and routed through the Principal Point of Contact. You must adhere to certain minimum standards in any interaction with our bank's Supervisory Authorities.

For further information, reference the Supervisory Authorities Engagement Policy – Deutsche Bank Group.



Deutsche Bank Group is committed to interact with our bank's Supervisory Authorities transparently. All interactions with our Supervisory Authorities should be conducted in a professional manner. Any communication with our Supervisory Authorities should be recorded. Please note that any communication with a view to establishing a formal relationship or what is expected in the course of the relationship, or relevant meetings, events, or other interactions, should be conducted in a formal manner. Please note that the communication, when presented to the relevant authority, must be consistent with the regulations and consistent with the relevant internal reporting requirements.

In addition, we are required to maintain the confidentiality of any examination or supervisory information received from Supervisory Authorities ("Confidential Supervisory Information"). The definition of Confidential Supervisory Information is broad and includes any information that is prepared by, or behalf of, or for the use of a Supervisory Authority, including information "related to", an examination, inspection, or visitation of an institution. The various Supervisory Authorities have similar, but not identical, requirements regarding the disclosure of Confidential Supervisory Information. However, as a general principle, Confidential Supervisory Information may not be disclosed to a third party, including an agent of our bank, without the express written consent of the relevant Supervisory Authority.

You should contact the relevant team responsible for regulatory relationship before sharing any regulatory information.

Sustainability and respecting human rights



We maintain sound governance in line with laws and internal guidelines. Well-established sustainability frameworks, such as the United Nations Global Compact and the United Nations Sustainability Development Goals, provide guidance for our thinking and actions.

We ensure that our internal and external commitments are safeguarded by adequate processes and controls. In this context we make the respect of human rights including the prevention of child labour, modern slavery and human trafficking a priority. The same accounts for combating climate change. We strive to be the employer-of-choice for present and future employees and to invest in society and create a positive impact. By supporting volunteering initiatives by our staff we serve our communities and encourage and support our employees in these efforts.

Our business operations conform to common sustainability requirements, for example, by screening out vendors and by managing and, where possible, minimizing our environmental impact. This includes our own carbon neutrality.

For further information, reference the Sustainability Policy – Deutsche Bank Group and the Reputational Risk Procedure.

In alignment with one of our core values "sustainable performance", and based on our sustainability principle, we are committed to considering the long-term effects of our activities and to generating sustainable value for our clients, employees, investors and society at large. This means that we consider and assess the direct and indirect economic, social and environmental aspects and impacts of our business decisions.

We strive to increase the positive impact of our business decisions and to support a sustainable future for society and the environment. We monitor and mitigate the possible negative impacts and we apply reasonable due diligence processes to balance and to solve emerging conflicts of interest and ethical situations.

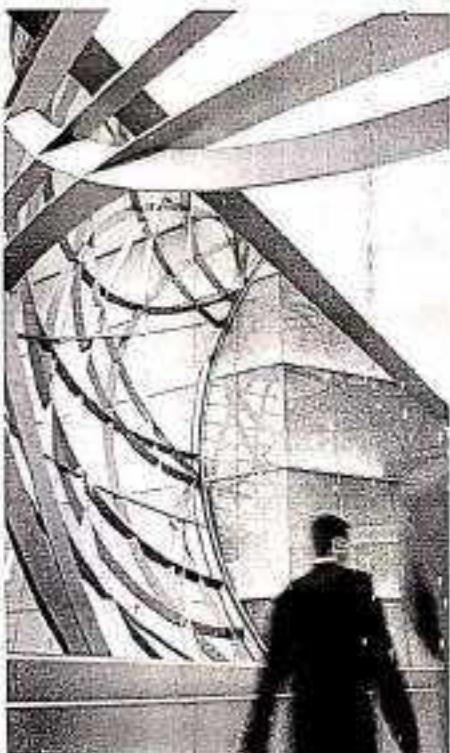


Deutsche Bank Group - Circular Carbon

You should ask yourself:

- Does a proposed business transaction or initiative present any risks to the environment or society?
 - Are the appropriate controls in place to manage the risks associated with the proposed transaction?
 - Are you focusing only on near-term results without looking at potential long-term risks?
 - Are you confident that your actions could stand up to public scrutiny?
 - Are you using your skills to build social capital and to benefit society?

Safeguarding our bank's interests



Information security

Each division is responsible for implementing policies necessary to observe banking secrecy laws and to maintain an appropriate level of information security. For further information, reference the Information Security Policy – Deutsche Bank Group.

You must also take steps to ensure you follow these policies to protect information against loss, non-authorised changes and manipulation.

Protecting Deutsche Bank's assets

Our bank's assets include:

- Physical assets, such as office furnishings, equipment and supplies;
- Technology assets, such as hardware, software and information systems;
- Financial assets, such as cash, securities and credit cards;
- Our bank's name, its brand and its customer relationships;
- Information assets, such as intellectual property, including about products, services, systems and other data.

Our bank's assets should be used only for the conduct of our bank's business, except where otherwise provided by the Code or other bank policies. All physical and technology assets provided by our bank, whether used inside or outside the workplace are our bank's property and associated with your business use. Never sell, lend or give away any such assets, regardless of their condition or value unless you are authorized to do so. In general, you should not use our bank's assets for your personal activities though reasonable personal use is permitted. However, it should not interfere with your business obligations. Any work product created in the course of your work while at our bank is an asset of our bank. Assets including information, presentations, spreadsheets, models, applications, etc., that you create are our bank's property.

Data protection

The collection, use, retrieval and transfer of client information must comply with data protection laws, our policies and any contractual obligations. Client confidentiality – as discussed previously – is critical and you should seek to protect it at all times. You are prohibited from collecting, processing or using personal data unless authorised to do so. Personal data may only be obtained for lawful purposes and should be processed fairly and lawfully. Data should only be maintained for as long as necessary and should be relevant to the purpose for which it is collected. All data must be secured to prevent unauthorised access, alteration, transmission, publication, loss or damage. You must ensure that the competent Data Protection/Privacy Officer is informed of all new plans to process personal data in order to comply with regulatory requirements and avoid reputational risk. Errors, irregularities and breaches should be escalated promptly to your supervisor.

For further information, reference the Data Protection & Privacy Policy – Deutsche Bank Group.



Safeguarding our bank's interests (continued)



Records

Maintaining accurate books and records is fundamental to meeting our legal, regulatory and business requirements. You are responsible for maintaining accurate and complete records and for complying with all the controls and policies our bank has in place.

You should never falsify any book, record or account that relates to the business of our bank, its customers, employees (including your own activities within our bank) or suppliers.

You must never dispose of records or information that may be relevant to pending or threatened litigation or a regulatory proceeding unless you are authorised to do so by the Legal Department. You must also comply with applicable record retention policies.

For further information, reference the Records Management Policy - Deutsche Bank Group.

Authority to act

Your authority to act on behalf of our bank is limited by various laws, rules, regulations, corporate charters, by-laws and board resolutions as well as our bank's policies. You need to be aware of those, how they impact your role, and of the responsibilities attached to it. You should never sign any documents or otherwise represent our bank, or authorise any action on our bank's behalf, unless you are specifically authorised and have the required knowledge to do so. You should know the limits of your authority and act within those limits.

Correspondence and documents containing legally binding statements must generally bear two authorized signatures of the bank.

For further information, reference the Internal Governance Policy - Deutsche Bank Group.

Key resources and contacts

Anti-Financial Crime

Business Selection and Controls Office

Communications & Corporate Social Responsibility

Compliance

Group Tax

Human Resources

Legal (incl. Group Governance)

Risk

Integrated Consequence Management Framework

Risk Awareness on myDB



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Falling
short.

Getting
it right.

Be on the right side.

#PositiveImpact



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Five things to know if you're transferring from an external to an internal Deutsche Bank employee

1. Your Human Resources ID should not change. Everybody at Deutsche Bank has a life-long-ID. Your HR recruiter and Deutsche Bank sponsor/manager should know this when they start the process on Workday. For more information please refer to this Workday training.
2. You will keep all of your DeuBa/DBE/DBG account data, mails, tools, and applications if your change between external and internal employment is immediate (i.e. less than 30 days) and your email address stays the same. Please note: if for some reason or another your email address does need to be changed, data can be retrieved with a "data transfer request" via your line manager and dbsupport+.
3. Should you plan to take a longer break, your Deutsche Bank sponsor/new manager can amend the date via the dbAccessGate portal with an approval of the Chief BISO of your department. For more information please refer to this Workday training. In case of issues: Please open a ticket in dbsupport+ and ask for help from the "IAM_dbAccessGate_Ops"-team. For more help from dbAccessGate please visit their myDB page.
4. Please note that under your employment contract it is not permissible for you to upload any non-public Deutsche Bank data to any personal or non-Deutsche-Bank-compliant sites or databases. Non-compliance with this is a serious breach and may lead to consequences up to the termination of your contract as well as a claim of compensation by Deutsche Bank.
5. Should you need to share information prior to leaving Deutsche Bank as an external, please follow the standard hand over process of saving business sensitive data or messages. Forward any important emails to your Deutsche Bank sponsor/manager, save important messages or documents to your team-SharePoint or to the department file-share/network drive. Please contact dbsupport+ should you be in doubt.



Confidential

Deutsche Bank Group
Deutsche India



Arbaz Ahmed Addewala
Jangid Enclave, Orchid Building
B/1005, Near Cinemax, Kanakla Road
Mira Road(E), Thane- 401107, India

Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71296000

May 30, 2023

Employment Agreement

Dear Arbaz,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with Deutsche India Pvt. Ltd (the "Company"). Deutsche India Pvt. Ltd is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule 1 of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be Analyst.

Your functional title will be Graduate Analyst.

Your local grade as per the internal grading system will be Grade 6.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

Your employment will initially be based at Pune, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.

Deutsche India Pvt. Ltd. (Formerly known as DBGI Global Services) is registered under Registration No. 100, Block B-4, B-5, Level 5, Nitin Knowledge Park, Off. Western Express Highway, Goregaon(East), Mumbai 400 063, India, CIN: U72900MH2005PTC131000



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**4. Hours of Work**

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule II.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



Arbaz Ahmed Addewala



e) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voters id; or
- Notarized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd

Authorized Signatory
Human Resources

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"
Schedule II: Remuneration & Allowance Details
Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.

I confirm that I will report to work on dd/mm/yyyy, which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Name: Arbaz Ahmed Addewala
Date:

Signature:



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Schedule I: General Terms and Conditions of Service

1. Leaves

(a) **Annual Leave** - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) **Sick Leave** - Sick leave will be granted as per Company policy.

(c) **Parental Leave and related benefits** – The Company offers a gender neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- i. **Parental Leave:** 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child
- ii. **Adoption/ Surrogacy Leave:** 26 weeks of paid leave for the primary caregiver
- iii. **Maternity Expenses:** Maternity related medical expenses are provided as per the Group Hospitalization policy

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause "Notice Period" in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, consists of your ability to perform your duties, or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.





(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- a) before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- b) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- c) you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- d) you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

I. Non-Solicitation

- A. you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away, from the Group any individual:-
 - a. who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - b. who is contracted to render services to the Company and/ or any member of the Group; and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not such person would commit a breach of contract by reason of his leaving service.



Arbaz Ahmed Addewala



- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to solicit, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a Restricted Client that is not in direct or indirect competition with the Restricted Business

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services; and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- II. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group
- III. You acknowledge that the breach of any of the restrictions specified in paragraph 1 above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunctive relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group
- IV. The benefit of each agreement and obligation set out above may be assigned to and enforced by all successors or assignee for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment
- V. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to which you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group
- VI. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services





VII. Notification of Restrictions

You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis; and if the offer is accepted, inform the Company of the identity of the person making the offer.

VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group, or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.



Arbaz Ahmed Addewala



5. Confidentiality

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

- divulge or communicate to any person;
- use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information

Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, Internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to execute whatever documents may be required to provide the Company with full ownership thereof.



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Arbaz Ahmed Addewala



7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



[Signature]

[Signature] *[Signature]* *[Signature]*

Arbaz Ahmed Addewala

**Schedule II****1. Remuneration and Allowance Details**

- a) **Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- b) **Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- c) **Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- d) **Retirals:**

- i. **Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined basis your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

- ii. **Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect at hr.direct@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.





If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, notional equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under, and subject to, any applicable DB compensation plans (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.



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If, on the date on which Discretionary Variable Compensation is usually communicated and/or paid, you are subject to an investigation that may result in disciplinary (or other) action being taken against you, consideration of whether you are eligible for, and payment of, any Discretionary Variable Compensation will be delayed until the conclusion of that investigation and, if relevant, any subsequent disciplinary (or other) procedure. Although, for the avoidance of doubt, you will not be eligible for consideration of a Discretionary Variable Compensation if, at the conclusion of the disciplinary (or other) procedure, you are given notice of termination of employment.

You should note that if you work in a number of locations, generally for the purposes of tax reporting and withholding, the settlement of any Discretionary Variable Compensation awarded to you will be apportioned between the locations you have worked in during the relevant period. Depending on individual circumstances, participants may become subject to multiple withholding taxes including double taxation. By accepting this offer, you agree to comply with any arrangements specified by the Company for the payment of any taxation (in any jurisdiction) by virtue of the settlement of any Discretionary Variable Compensation or portion thereof.

Any portion of Discretionary Variable Compensation awarded as a cash payment will usually be paid in March through the normal monthly payroll. Discretionary Variable Compensation in any other form, including an award under a DB compensation plan (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide), will be payable when such awards vest and will be delivered in accordance with the applicable DB compensation plan rules and Award Statement(s).

3. Cash Sign-On Award

You will receive a one-off cash award, a "Sign-On Award," in the amount of INR 300,000. Payment of your Sign-On Award will be made in INR in the next available payroll after the later of (i) the commencement of your employment with the Company, and (ii) the date on which all conditions of this offer (as detailed in this letter) are satisfied. Any payments in relation to your Sign-On Award will be made less any deductions for tax and social security contributions as the Company may be required to withhold.

The Sign-On Award is subject to all requirements of, and will be structured to comply with, the Institutsvergütungsverordnung (InstitutsVergV) and any regional regulation that is applicable (as may be amended from time to time) including (amongst other provisions) the regulatory requirements set out in the Section 7 of the InstitutsVergV (as may be amended from time to time).

You will be required to repay the gross amount of the Sign-On Award if:

- the payment is made before you satisfy all the conditions of this offer and within six months of such payment being made to you, you subsequently fail to satisfy all or any of them, or
- you give notice to terminate your employment with the Company or you are dismissed for misconduct or capability within twelve months of the date the payment is made.

By accepting this offer you consent to the deduction of the gross amount of the payment of any Sign-On Award made to you from your salary or any emoluments or awards arising from your employment if the Sign-On Award becomes repayable to the Company in the above circumstances. If these are insufficient to recover the whole of the gross amount of the Sign-On Award, you agree to repay any remaining amount to the Company within 30 days.



[Signature] 12



4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (at gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a prorate basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations, if any. Basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereof immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents afore mentioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended time lines, the organization will be entitled to terminate your employment with immediate effect.



[Signature]

[Signature]

[Signature]

Arbaz Ahmed Addewala

Envelope ID: 496
Arbaz Ahm

6. OTHER BENEFITS

(a) Group Mediclaim and Hospitalization Policy

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout, tie up with health care firms and the Insurer shall be decided by the organization.

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be the insurance company's discretion.

(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-In or Opt-Out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-In or Opt-Out of the transport services provided by the company, you may reach out to Transport Helpdesk to assist with the same.

Please refer the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/ or terms and conditions associated with the same.





ANNEXURE I

1. Documents to be submitted post receipt of Welcome email

- (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
- (b) Copy of Passport size photo with white background
- (c) Copy of Aadhaar Card and PAN is mandatory
- (d) Copy of Nationality Proof

2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.

3. Documents to be submitted on the Date of Joining

- (a) DB Declaration Forms and Nomination Forms
- (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
- (c) 1 Passport size photo

4. Proof of documents – (Please send only copy of documents and not original).

- (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
- (b) Education Check - Highest academic education and professional certification courses viz. CA/CWA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.

5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:

- (a) For VP & below: Last 5 years of employment documents
- (b) For Director & above: Last 10 years of employment documents





Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71296000

Reference Total Compensation Statement

Name **Arbaz Ahmed Addewala**
Location **Pune**

This statement is intended to inform you of your 2023 Reference Total Compensation, as defined herein. If you have any questions about this information, please contact your manager.

Your annualised Reference Total Compensation shall be INR 1,562,500 (based on a full-time working week and on the basis that you have been in employment for the entirety of the relevant performance year (1 January-31 December)). Your actual Total Compensation for the relevant performance year will be based on, among other things, your actual working arrangements for that performance year.

Reference Total Compensation describes the reference value of annual Fixed Pay and Variable Compensation for an employee who remains eligible for Variable Compensation at the time Variable Compensation is made for the relevant year when all performance expectations on Group, divisional and, individual levels, as applicable, are determined to have been satisfied by the Company in its sole discretion and subject to the Group's affordability.

Reference Total Compensation is not, and should not be viewed as, any promise or guarantee to pay any particular level of Variable Compensation or Total Compensation. The actual Total Compensation may vary from (and be more or less than) Reference Total Compensation. Reference Total Compensation will be reviewed each year in the sole discretion of the Company.

For the avoidance of doubt, employees do not have a contractual entitlement to receive any Variable Compensation. Variable Compensation is determined at the absolute discretion of the Company (including, without limitation to, employee's conduct and performance) and subject to regulatory requirements (as may be amended from time to time). Employees must continue to be employed by the Company and not be under notice of termination of employment (for any reason and whether given by the Company or the individual) at the relevant date that Variable Compensation is awarded.

ALL COMPENSATION INFORMATION (INCLUDING THE INFORMATION IN THIS STATEMENT) IS STRICTLY CONFIDENTIAL.



[Signature]



Letter of Offer

Strictly Private and Confidential

02-June-2023

Ms. Netai Asawa

Dear Netai Asawa,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as Software Developer at Senior Officer grade in Technology department based at Mumbai. Your Cost To Company (CTC) (inclusive of all statutory payments) shall be Rs. Ten Lakhs Twelve thousand and Twenty Four Rupees Only. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

Fixed CTC	1000000/- p.a
Cost To Company (CTC)	1012024/-

Classification Class B

Spetsa P2P Limited

Corporate Identity Number: U07122UH2017PLC3225G
 Corporate Office Regd. Office: Spetsa P2P Limited, Savitrikunj Park, Road No. 10V, Plot No. B-23, Virar Estate, Thane 400604. Tel : +91 22 41635060
 E-mail: support@spetsa.com | Website: www.spetsa.com



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You may be entitled to a performance based variable incentive plan/bonus, depending on your performance as well as the overall performance of the Company. This incentive plan/bonus is however subject to necessary approvals and sanctions by the management of the Company

All amounts payable to you are subject to deduction of Taxes, Cess , Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required.

Your date of joining will not be later than 17-July-2023.

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.

OB:

Classification Class 6
Spalsa P2P Limited

Corporate Office/Regd. Office: Spalsa P2P Limited, Srinivastava Park, Road No. 35V, Plot No. B-23, Wagholi Estate, Thane 400604. Tel.: +91 22 41035000
Email: executve@Spalsa.com | Website: www.Spalsa.com





This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within One (1) day of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining.

Thanking you,

Yours faithfully,

For 5 Paisa Capital Limited

Geetha Menon
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.

Ms. Neta Asawa

Date:

Document Date: _____
Spaisa P2P Limited
Corporate Identity Number: UG21202090017PLC202504
Corporate Office Regd. Office: Spaisa P2P Limited, Sushilnagar Park, Road No. 16V, Plot No. B-23, Wagle Estate, Thane 400604 Tel: +91 22 41035600
Email: support@spaisa.com | Website: www.spaisa.com





ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport size colored photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer.
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 months payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory.
9. A copy of the Pan card.
10. UID (Aadhaar Number)

Designation: Date: _____
Signature: _____
Corporate Identity Number: U71209H2017PLC932964
Corporate Office Head, Office: Spacio P3P Limited, Kurla Kurla Tech Park, Head No. 10V, Plot No. B-23, Wagle Estate, Thane 400604, Tel: +91 22 41035000
<http://www.spacioindia.com> [Website: www.spacioindia.com]





BNP PARIBAS

Strictly Private & Confidential

Ashish Rajput

January 12, 2023

Dear Ashish,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 19, 2023 and ending on June 16, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an Internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the aforementioned core hours.



Mr. Q
for 1st

5. Confidentiality Obligations

- 5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

"Confidential information" means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
- (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restrictions shall apply with such modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice or payment in lieu of 15 days' notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions

8.1 You acknowledge and agree that during your internship with BNPP:

- (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
 - (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.
- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.
- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



**BNP PARIBAS**

The bank
for a changing
world

11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college;
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd

Imran PATEL
Director - Human Resources

Shazia HASAN
Manager - Human Resources

I have read and agree to the terms and conditions above.

Dated this 19 day of January, 2023.

Ashish Rajguru



Page 4 of 4

MERKLE

Mr Akshay Tarde
 Dhangar Galli, At Post Jamkhed To Ambad Dist Jalna
 Jalna
 Maharashtra 431121
 India

Offer Letter

Dear Mr Akshay,

With reference to your application and the subsequent interview & assessment you had with us, we confirm our intent to offer you in Ugam Solutions Pvt Ltd. A Merkle Company at any of the office Location (Bangalore/ Coimbatore/Mumbai/Pune) on the following terms:

Salary: Your step model offer is given below

Starting Salary on the joining date	700,000
Retention Bonus on completion of 1 year	150,000
On completion of 1 year	800,000
Retention Bonus on completion of 2 year	150,000
Total 2-year salary	1,800,000

*On Completion of 2 years

The detailed break-up of your first year's compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join between July 2023 - Dec 2023

Training Period: If required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory, the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to:

- 1 Your acceptance of this offer within one week of receiving it and
- 2 Your joining will be between July 2023 to Dec 2023. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately post joining.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

- 1 Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
- 2 Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
- 3 Copy of last three months' salary slips from your previous employer, if applicable
- 4 Copy of your PAN Card and Aadhar Card (mandatory)
- 5 Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)

Ugam Solutions Pvt. Ltd.
 6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.
 Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Sunshine Park, 16Z Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.
Registered Office : 31st Floor, Sunshine Tower, 16Z Road, Marg, Dadar (West), Mumbai - 400 013.
Board Line No.: +91 22 6652 7300 **Email:** info@ugamsolutions.com **Website:** www.ugamsolutions.com
CIN: U72900MH2000PTC125592



a dentsu company

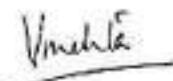
MERKLE

6 Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Merkleites.

Thanking you,

Yours faithfully,



Vaishali Mehta

Sr. Vice President - Human Capital Management

(Declaration)

I, Akshay Tarde, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions Pvt. Ltd. A Merkle Company, not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: _____

(For Official use only)

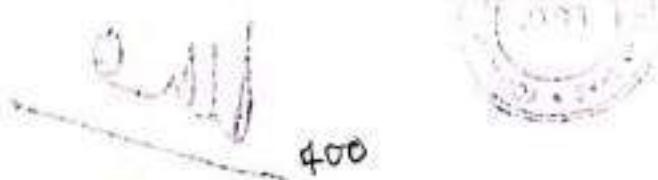
Comments by Authorized Human Capital Management representative

Name and Signature



Ugam Solutions Pvt. Ltd.
6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.
Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.
Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.
Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website : www.ugamsolutions.com
CIN: U72900MH2000PTC125592

a dentsu company



Ugam Solutions Pvt. Ltd. A Merkle Company

Name: Akshay Tarde
 Designation: Analyst / Software Engineer
 With effect from: July 2023 - Dec 2023

Annexure I: Salary Structure (in ₹)

Salary Heads	Per Month	Per Annum
Fixed Components (FC)	47,984	5,75,806
Basic Salary	28,417	341,000
HRA	14,208	170,500
Hybrid Workplace Allowance	1000	12,000
Special Allowance	4,359	52,306
Bonus (B) +	5,683	68,200
Gross Salary (G)	53,667	644,006
Retirals & Mediclaim (RM)	1,800	55,944
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	16,394
Mediclaim Premium +++	-	18,000
Total Compensation (G + RM)	55,467	700,000
Take Home Before Tax (G - PF)	51,867	622,406

+++ Insurances

1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents
 2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher
 3. Group Term Life Insurance coverage of ₹ 20 Lakhs ₹ 12 lakhs + 1.5 times the Total Compensation, whichever is higher
- +++ Mediclaim is an annual policy and goes through renewal each year, the actual amount may differ at the time of joining if there is a change in the premium amount.

+ Includes any bonus payable as per the 'Payment of Bonus Act'

++ Payable as per the 'Payment of Gratuity Act'

₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution



Ugam Solutions Pvt. Ltd.

6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.

Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Asher IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.

Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.

Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website : www.ugamsolutions.com

CIN: U72900MH2000PTC125592

a dentsu company



Letter of Offer

Strictly Private and Confidential

02-June -2023

Mr. Vivek Poojari

Dear Vivek Poojari,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as Software Developer at Senior Officer grade in Technology department based at Mumbai. Your Cost To Company (CTC) (inclusive of all statutory payments) shall be Rs. Ten Lakhs Twelve thousand and Twenty Four Rupees Only. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

Fixed CTC	100000/- p.m.
Cost To Company (CTC)	1012024/-



Vivek

Classification code 9
Sapient PMP Limited
Corporate Identity Number L10712009010791, CIN No.
U74999MH2009PTC107910
E-mail: sapientmpm@outlook.com | Webpage: www.sapientmpm.com



You may be entitled to a performance based variable incentive plan/bonus, depending on your performance as well as the overall performance of the Company. This incentive plan/bonus is however subject to necessary approvals and sanctions by the management of the Company.

All amounts payable to you are subject to deduction of Taxes, Cess, Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required.

Your date of joining will not be later than 17-July-2023.

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.



Uma

Distribution: Client
Sparks P2P Limited

Corporate Identity Number: U27204K2019KA20204

Corporate Office: Rept. Office, Sparks P2P Limited, Somajiguda Park, Road No. 100, Plot No. B-23, Wagle Estate, Thane - 400604, Tel.: +91 22 41039000
E-mail: support@sparks2p.com | www.sparks2p.com

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This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within **One (1) day** of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining.

Thanking you,

Yours faithfully,

For 5 Paisa Capital Limited

Geetha Menon
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.

Mr. Vivek Poojari

Date:



Document Date: 8
5paisa PCL Limited
Corporate Identity Number: U71220MH2011PLC200094
Corporate Office/Regd. Office: Spots PCL Limited, Southmead Park, Road No. 465, Plot No. B-23, Wagle Estate, Thane - 401 604, Tel: +91 22 41020000
Email:support@5paisa.com / Website: www.5paisa.com



ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport size colored photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 monthly payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory
9. A copy of the Pan card
10. UID (Aadhaar Number)



Signature Page 6
Spaiza PDF Certified

Contract Reference Number: 102712004-Q117PL2320194

Corporate Office: Regd. Office: Spaiza PDF Limited, Supernova Park, Road No. 167, Plot No. B-22, High Street, Thane - 401 601, Maharashtra, India. +91 22 41000000
Email: support@spaza.pdf | Website: www.spaza.pdf



ANNEXURE B
CTC STRUCTURE

HEADS	SALARY BREAKUP-MONTHLY	SALARY BREAKUP-YEARLY
BASIC SALARY	20,633	249,996
HOUSE RENT ALLOWANCE	10417	125,004
CONVEYANCE ALLOWANCE	1600	19,200
MEDICAL ALLOWANCE	1250	15,000
EDUCATION ALLOWANCE	200	2,400
MEAL ALLOWANCE	2700	32,400
LEAVE TRAVEL ALLOWANCE	1736	20,832
STATUTORY BONUS	2431	29,172
SUPPLEMENTARY ALLOWANCE	37,925	455,100
TOTAL GROSS SALARY (A)	78,592	942,104
EMPLOYER - PF	2500	30,000
MEDICAL INSURANCE PREMIUM	506	6,072
BONUS EMPLOYER @ 8.33%	1735	20,820
GROSS SALARY (B)	4741	56892
Fixed SALARY (A+B+C)	83333	1000000
Gratuity=8.33% of basic (D)	3902	47624
COST TO THE COMPANY(C+D)		1012024

*Provident Fund contribution will be optional for those whose "Basic Salary" is more than 15,000 P.M.
*You will be covered under Group Medi claim Policy and Group Term Insurance as per company policy
*Bus facility to & from certain locations can be available by your base of charge

Classification Under 3
Registration No. 277/14/2014
Corporate Identity Number: 071120410017PLC0020X
Corporate Office/Regd. Office: Ipsita PDS Limited, Surjya Park, Road No. 10C, Plot No. B-21, Wright Avenue, Dehradoon, Pin-730026. Tel: +91 983 4023999
Email: ipsita.pds@outlook.com | Website: www.ipsita.com



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2022-23

Deutsche Bank Group
Deutsche India

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Yash Brid
Room 6, Siddhivinayak Rahivasi Seva Sangh
Chawli No. 2, Datta Mandir Road
Somwar Bazar, Malad West
Mumbai- 400064, India

Deutsche India Pvt. Ltd.
 Business Bay, Wing 2
 Tower A, 6th - 7th, 8th floor
 Off Airport Road, Yerwada
 Pune - 411 006

Tel +91 (20) 71296000

May 30, 2023

Employment Agreement

Dear Yash,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with **Deutsche India Pvt. Ltd** (the "Company"). **Deutsche India Pvt. Ltd** is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule 1 of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be **Analyst**.

Your functional title will be **Graduate Analyst**.

Your local grade as per the internal grading system will be **Grade 6**.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

Your employment will initially be based at **Pune**, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.



Deutsche India Pvt. Ltd. (Formerly known as DBS Global Services Pvt. Ltd.) Office Block B-4, W-L Level 6, Nitor Knowledge Park, Off Western Express Highway, Goregaon(East), Mumbai 400086, India. UIN: U77AC00H-CHS6P1C138278

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4. Hours of Work

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule II.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



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e) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voters id; or
- Notarized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd

Authorized Signatory
Human Resources

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"

Schedule II: Remuneration & Allowance Details

Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.

I confirm that I will report to work on dd/mm/yyyy which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Signature:

Name: Yash Brij
Date:





Yash Bind

In Envelope 6
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Schedule I: General Terms and Conditions of Service

1. Leaves

(a) **Annual Leave** - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) **Sick Leave** - Sick leave will be granted as per Company policy.

(c) **Parental Leave and related benefits** - The Company offers a gender neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- i. **Parental Leave**: 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child
- ii. **Adoption/ Surrogacy Leave**: 26 weeks of paid leave for the primary caregiver
- iii. **Maternity Expenses**: Maternity related medical expenses are provided as per the Group Hospitalization policy

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause "Notice Period" in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, consists of your ability to perform your duties, or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.





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(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- a) before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- b) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- c) you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- d) you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

i. Non-Solicitation

- A. you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away, from the Group any individual:-
 - a. who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - b. who is contracted to render services to the Company and/ or any member of the Group, and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not any such person would commit a breach of contract by reason of his leaving service.



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- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to solicit, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client.
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a Restricted Client that is not in direct or indirect competition with the Restricted Business

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services; and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- II. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group.
- III. You acknowledge that the breach of any of the restrictions specified in paragraph 1 above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunctive relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group.
- IV. The benefit of each agreement and obligation set out above may be assigned to and enforced by all successors or assignee for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment.
- V. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to whom you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group.
- VI. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services.



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VII. Notification of Restrictions

You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis; and if the offer is accepted, inform the Company of the identity of the person making the offer.

VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group; or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.



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5. Confidentiality

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

- divulge or communicate to any person;
- use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information

Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.



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7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



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Schedule II

1. Remuneration and Allowance Details

- a) **Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- b) **Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- c) **Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- d) **Retirements:**

- i. **Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined basis your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

- ii. **Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972.

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank Intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.



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If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, notional equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under, and subject to, any applicable DB compensation plans (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.



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Yash Bind

If, on the date on which Discretionary Variable Compensation is usually communicated and/or paid, you are subject to an investigation that may result in disciplinary (or other) action being taken against you, consideration of whether you are eligible for, and payment of, any Discretionary Variable Compensation will be delayed until the conclusion of that investigation and, if relevant, any subsequent disciplinary (or other) procedure. Although, for the avoidance of doubt, you will not be eligible for consideration of a Discretionary Variable Compensation if, at the conclusion of the disciplinary (or other) procedure, you are given notice of termination of employment.

You should note that if you work in a number of locations, generally for the purposes of tax reporting and withholding, the settlement of any Discretionary Variable Compensation awarded to you will be apportioned between the locations you have worked in during the relevant period. Depending on individual circumstances, participants may become subject to multiple withholding taxes including double taxation. By accepting this offer, you agree to comply with any arrangements specified by the Company for the payment of any taxation (in any jurisdiction) by virtue of the settlement of any Discretionary Variable Compensation or portion thereof.

Any portion of Discretionary Variable Compensation awarded as a cash payment will usually be paid in March through the normal monthly payroll. Discretionary Variable Compensation in any other form, including an award under a DB compensation plan (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide), will be payable when such awards vest and will be delivered in accordance with the applicable DB compensation plan rules and Award Statement(s).

3. Cash Sign-On Award

You will receive a one-off cash award, a "Sign-On Award," in the amount of INR 300,000. Payment of your Sign-On Award will be made in INR in the next available payroll after the later of (i) the commencement of your employment with the Company, and (ii) the date on which all conditions of this offer (as detailed in this letter) are satisfied. Any payments in relation to your Sign-On Award will be made less any deductions for tax and social security contributions as the Company may be required to withhold.

The Sign-On Award is subject to all requirements of, and will be structured to comply with, the Institutsvergütungsverordnung (InstitutsVergV) and any regional regulation that is applicable (as may be amended from time to time) excluding (amongst other provisions) the regulatory requirements set out in the Section 7 of the InstitutsVergV (as may be amended from time to time).

You will be required to repay the gross amount of the Sign-On Award if:

- the payment is made before you satisfy all the conditions of this offer and within six months of such payment being made to you, you subsequently fail to satisfy all or any of them, or
- you give notice to terminate your employment with the Company or you are dismissed for misconduct or capability within twelve months of the date the payment is made.

By accepting this offer you consent to the deduction of the gross amount of the payment of any Sign-On Award made to you from your salary or any emoluments or awards arising from your employment if the Sign-On Award becomes repayable to the Company in the above circumstances. If these are insufficient to recover the whole of the gross amount of the Sign-On Award, you agree to repay any remaining amount to the Company within 30 days.





Yash Brid

4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (at gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a pro rata basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations, if any. Basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereof immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents afore mentioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended time lines, the organization will be entitled to terminate your employment with immediate effect.



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Yash Brid

Envelope ID
Yash Brid

6. OTHER BENEFITS

(a) Group Mediclaim and Hospitalization Policy

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout, tie up with health care firms and the insurer shall be decided by the organization.

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be the insurance company's discretion.

(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-In or Opt-Out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-In or Opt-Out of the transport services provided by the company, you may reach out to Transport Helpdesk to assist with the same.

Please refer the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/ or terms and conditions associated with the same.





ANNEXURE I

1. Documents to be submitted post receipt of Welcome email
 - (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
 - (b) Copy of Passport size photo with white background
 - (c) Copy of Aadhaar Card and PAN is mandatory
 - (d) Copy of Nationality Proof
2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.
3. Documents to be submitted on the Date of Joining
 - (a) DB Declaration Forms and Nomination Forms
 - (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
 - (c) 1 Passport size photo
4. Proof of documents – (Please send only copy of documents and not original)
 - (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
 - (b) Education Check - Highest academic education and professional certification courses viz. CA/CWA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.
5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:
 - (a) For VP & below: Last 5 years of employment documents
 - (b) For Director & above: Last 10 years of employment documents



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Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 5th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71286000

Reference Total Compensation Statement

Name Yash Brid
Location Pune

This statement is intended to inform you of your 2023 Reference Total Compensation, as defined herein. If you have any questions about this information, please contact your manager.

Your annualised Reference Total Compensation shall be **INR 1,562,500** (based on a full-time working week and on the basis that you have been in employment for the entirety of the relevant performance year (1 January-31 December)). Your actual Total Compensation for the relevant performance year will be based on, among other things, your actual working arrangements for that performance year.

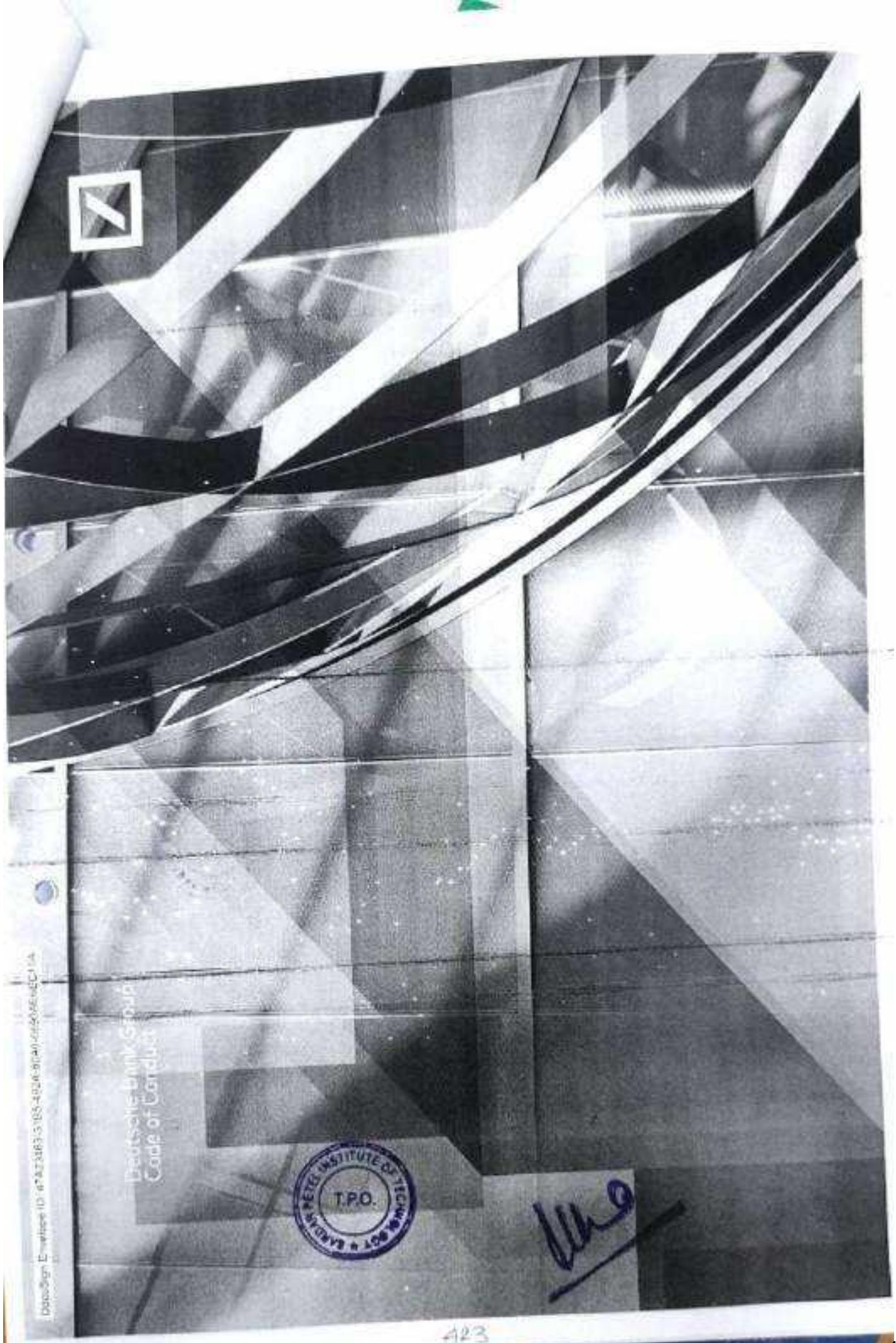
Reference Total Compensation describes the reference value of annual Fixed Pay and Variable Compensation for an employee who remains eligible for Variable Compensation at the time Variable Compensation is made for the relevant year when all performance expectations on Group, divisional and, individual levels, as applicable, are determined to have been satisfied by the Company in its sole discretion and subject to the Group's affordability.

Reference Total Compensation is not, and should not be viewed as, any promise or guarantee to pay any particular level of Variable Compensation or Total Compensation. The actual Total Compensation may vary from (and be more or less than) Reference Total Compensation. Reference Total Compensation will be reviewed each year in the sole discretion of the Company.

For the avoidance of doubt, employees do not have a contractual entitlement to receive any Variable Compensation. Variable Compensation is determined at the absolute discretion of the Company (including, without limitation to, employee's conduct and performance) and subject to regulatory requirements (as may be amended from time to time). Employees must continue to be employed by the Company and not be under notice of termination of employment (for any reason and whether given by the Company or the individual) at the relevant date that Variable Compensation is awarded.

ALL COMPENSATION INFORMATION (INCLUDING THE INFORMATION IN THIS STATEMENT) IS STRICTLY CONFIDENTIAL.







Be on the right side.



Deutsche Bank Group
Code of Conduct

"We earn the trust of our clients, regulators, investors and each other by always acting with integrity and holding ourselves to high standards. Acting according to our Code of Conduct is vital for us to be a bank that achieves sustainable success."

Christian Sewing
Chief Executive Officer



A message from Christian Sewing, Chief Executive Officer



On behalf of the Management Board, I am pleased to present Deutsche Bank's Code of Conduct (the "Code"). The Code sets out our standards of behaviour and conduct to which we as a bank and all our employees are expected to adhere.

As a global company and diverse institution, it is challenging to set out in the Code one all-encompassing standard for the different working environments of each one of us. Nor can the Code address every situation that may arise in the legal and regulatory frameworks in which Deutsche Bank operates. We have a very broad range of businesses, from Retail and Asset Management in Germany and to Investment Banking and Wealth Management in the United States and Australia.

Therefore, the Code is not meant as a set of rules for specific situations, but as a general guide. The Code's success depends on each of us using our judgment to navigate what is sometimes a complex regulatory environment and seeking advice as appropriate. Critical matters should also be escalated promptly and appropriately.

As a bank, we have a responsibility to our clients, investors, communities and to each other. Earning and maintaining the trust of these stakeholders is fundamental.

Our Code of Conduct should be at the heart of everything we do. It is designed to ensure that we conduct ourselves seriously, with integrity and in accordance with Deutsche Bank's policies and procedures as well as the laws and regulations that apply to us worldwide. Underpinning all of this is a simple but basic principle that we should do what is right and proper – it is not enough to just go by what is allowed.

The Code also articulates what our bank stands for and what we want our cultural culture to be. We want to live an environment that is open and diverse, where staff members and "building up" are valued, and our employees and the bank's success is built on respect, collaboration, and teamwork in serving our clients, shareholders and communities.

The Management Board and I expect our senior managers to be personally committed to putting this Code at the centre of all we do. We are driving a culture of ethical conduct. Acting according to these standards is vital for us to be a bank that achieves sustainable success.

Thank you,

Christian Sewing

Christian Sewing



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Who



Our purpose

We are here to enable sustainable economic growth and societal progress by generating positive impact for our clients, our people, our investors and our communities.

We achieve this by being a leading European bank with a global reach. We value our German roots and remain committed to our international presence.

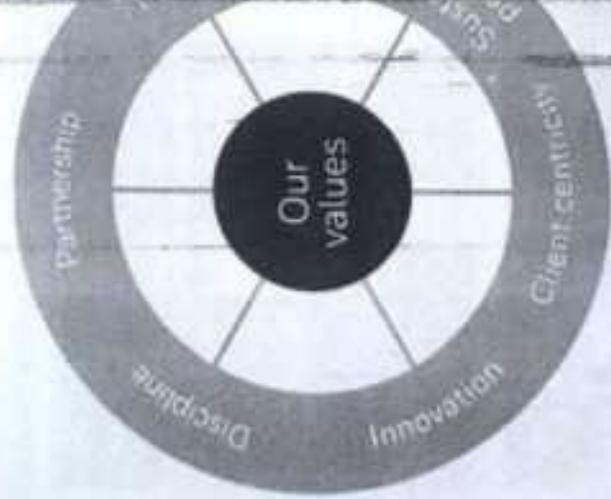
We serve stakeholders best by offering solutions to our clients and participating in value creation by them. In doing so, we seek to ensure that our bank is competitive and profitable while being underpinned by strong capital and liquidity. We are committed to a culture that appropriately aligns risks and rewards.

To deliver this, we aim to attract and develop talented individuals. We foster teamwork, partnerships and innovation, trusting that each of us will deliver to the expected standards.



Daimler-Benz Group, Ulm (Oberalbkreis)

Our values and beliefs



Our values

Integrity
We aim to create an environment in which "peak up" and challenge are not just welcomed and respected, but are also a core part of our responsibilities, especially where actions or failures to act are inconsistent with this Code.

Integrity – We earn the trust of our clients, other stakeholders, communities and each other by acting with honesty and integrity and holding ourselves to high ethical standards. We seek to maintain open, credible, constructive and transparent relationships between ourselves, our clients and with our regulators.

Sustainable performance – Our bank is committed to generating sustainable value by responsibly balancing risks and returns and by putting long-term success over short-term gain. We do so by implementing appropriate oversight, controls and governance.

Client centricity – We place clients at the centre of our activities. To be successful, we must understand the rapidly changing needs of our clients. We aim to provide solutions to support our clients in value creation. In providing our services, we deliver what we promise to our clients and treat our clients fairly.

Innovation – We continuously embrace new and better ways of doing things while fully taking account of potential risks. Innovation is essential to our success, but must be properly assessed in light of the interests of our clients and stakeholders, and must include assessment of financial, operational, regulatory and reputational risks.

Discipline – We accept responsibility and assign clear accountability. We honour our commitments and meet deadlines, targets and deliverables. We learn from our mistakes.

Partnership – We benefit from collaborating in an inclusive environment, where our diversity enriches our decision-making and idea-generation. We engage with and learn from others through open dialogue. We seek to work in a spirit of partnership, not just with our colleagues but also with our clients, stakeholders, political decision-makers and the wider community.

What does it mean for you in practice?

Integrity

Partnership

Discipline

Innovation

Client centricity

Sustainable performance

→ It is always a scoop and safe advice

→ Good advice

→ We all believe in

→ Fairness at the origins of your activities

→ Always honest, with commitment

→ Fairness at the origin of your activities



Applicability of and adherence to the Code; Compliance with applicable law and regulation.



This Code sets out Deutsche Bank's Purpose, Values, and Beliefs and minimum standards of conduct.

Our bank requires all employees and members of its Management Board to follow the letter and spirit of this Code, as well as applicable policies and procedures ("policies"). All the latest version of our bank's policies and the Code can be accessed on our bank's Intranet Portal. All e-learning training materials can be accessed through LearningHub.

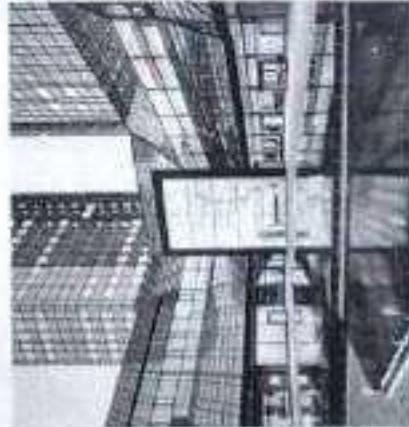
Our bank is also subject to the laws, rules and regulations of many jurisdictions in which we do business, either through a physical presence, holding a license or due to the fact that our clients are based in that jurisdiction and therefore the laws of that country may also apply.

Our bank's tax affairs are managed in a way which aims to appropriately align the tax consequences of business operations with the economic, regulatory and commercial consequences of those business operations, with due regard being given to the potential perspective of the relevant tax authorities. Our bank operates a central framework and governance to ensure that in all material respects we are compliant with applicable tax laws, we file accurate tax returns, and we pay the amount of tax due. For further information, refer to the Tax Strategy and the Tax Principles – Deutsche Bank Group.

Each of us is expected to be familiar with and comply with the applicable laws, rules and regulations, and with the standards that apply to our activities. Adherence with this Code is required regardless of your working location.

If you have any questions about the expected standards, laws, rules and regulations that apply to you, talk to your supervisor, Legal, Compliance, Anti-Financial Crime (AFC), Group Tax, Human Resources or other relevant function within our bank.

At the time you are hired, and periodically thereafter, you will be requested to acknowledge that you are aware of, understand and agree to comply with this Code and other policies. Regardless of such acknowledgement, this Code and other policies will be deemed to apply to you and you are asked to reflect on these principles in your daily work. Failure to comply with this Code, the policies and applicable laws and regulations will be viewed as a serious violation of your terms of employment and may result in disciplinary action, up to and including termination of employment.



Valuing our employees and building trust in the workplace

Diversity and inclusion, equal opportunity, non-discrimination and building trust in the workplace

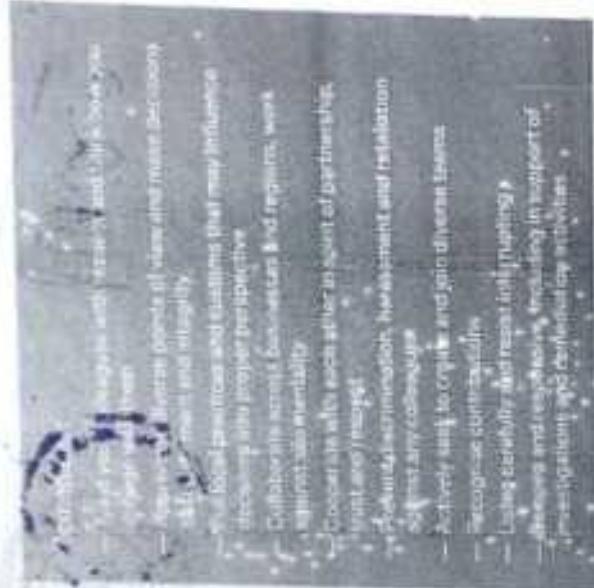
True respect is the foundation to developing trust and to working in partnership. That is why we do not tolerate discriminatory behaviour, discrimination or harassment, including sexual harassment, or any threatening, hostile or abusive behaviour.

We work together without discrimination based upon an individual's race, colour, sex, national origin, ethnicity, age, religion, disability, marital status, pregnancy, sexual orientation, gender identity and expression, citizenship or ancestry protected by law. We believe that diversity amongst employees with their varying perspectives, talents and contributions, enriches our interactions with clients, our own life, and the communities in which we live and work. We support our employees' talents and strive to be an employer of choice.

We comply with all applicable laws providing equal opportunity and advancement opportunities for all individuals.

We strive to resolve employment related complaints quickly and as confidentially as possible and in a manner that is respectful to our employees.

We do not tolerate retaliation against anyone for making an employment-related complaint or cooperating with an investigation concerning discrimination or harassment.



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Doing the right thing – acting ethically

We earn the trust of all our stakeholders by acting with integrity and holding ourselves to the highest ethical standards.

Acting with integrity

You must always act with integrity in your dealings with clients, colleagues, and stakeholders by adhering to the Code and applying its standards to everything that you do. You should raise concerns, ask questions and escalate matters, as necessary.

Ethical decision-making

Acting ethically is not only the right thing to do, but also the right way to do business – it serves the interests of our clients and stakeholders and is critical to achieving success in the longer term. In making decisions and determining the appropriate course of action, you must be guided by what is right and proper, not just by what is allowed or legal.

If there appears to be a conflict between this Code and local, national or regulatory law, the more restrictive provisions apply. When you are faced with questions that go beyond those addressed in this Code, you should follow both the spirit of the Code and related bank policies that cover the issue. Escalate concerns to your supervisor, Legal Compliance, AFC or other relevant function, or report it through the Ethics & Concerns webpage on the bank's intranet or to the Integrity Hotline.

Taking personal responsibility

You are accountable for your actions or omissions, and will be held responsible for any improper or illegal acts you conduct. Any such conduct may be reported to regulators, which could ultimately result in civil or criminal penalties or suspension or loss of your individual license/registration, if applicable.

Abuse of position

Where you are in a position to exercise influence, control or authority over an employee or decisions affecting that employee, you must always act exclusively in the interest of our bank and not be guided by personal interests. This applies even if you are not the manager of, or otherwise in a hierarchical working relationship with, that employee. Any abuse of your position, in whatever form, will not be tolerated. This includes using your position of influence, power or authority to harass (including sexually) or bully a fellow employee, as well as using your position to exercise inappropriate influence on behalf of, or show inappropriate favouritism towards, an individual with whom you have a close personal relationship or a family connection.

Members' Vow for responsible for the standards



Woo

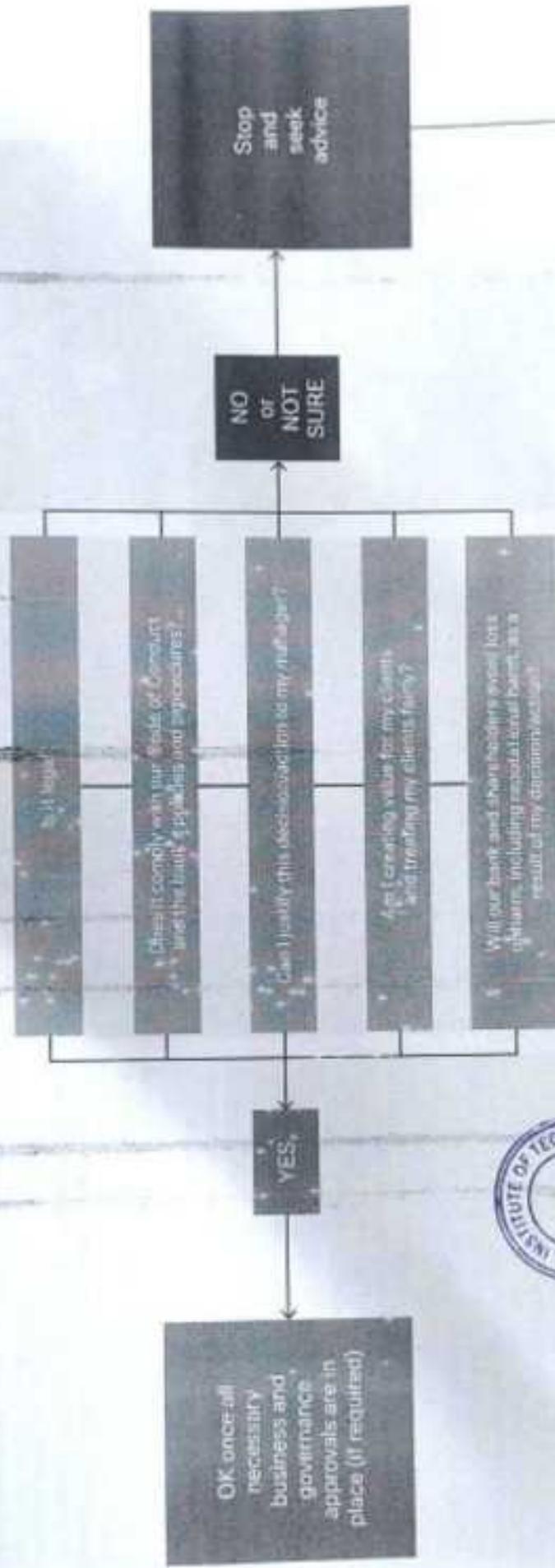


A close personal relationship includes an employee's romantic or sexual relationship, personal business, commercial or financial relationships, or financial dependent. A family connection is an employee's spouse, civil partner, domestic partner, children or step-children, parent or parent-in-law, sibling or sibling-in-law, grandparent, aunt, uncle, nephew, and niece.

Deutsche Bank Group Code of Conduct

Decision-making tree

When faced with an ethical question or a challenging decision, you should ask yourself:



You should be able to answer "yes" to all questions. If you cannot tick "yes" to all questions, stop and seek advice from your supervisor, Compliance, AFC or Legal.



Responsibilities as a manager

If you are a manager, your employees will look to you to set an example and to demonstrate the standards set out in the Code. You are responsible for creating an inclusive and diverse work environment that attracts and retains the best employees and permits your team to innovate, problem solve and successfully execute. You need to encourage your team to speak up and you need to be a good listener, who is committed to supporting your employees in their work and development. Your people-development skills should be a priority. Each of us, especially leaders and managers must act with integrity and inspire trust.

As a manager, you are responsible for creating and maintaining an environment built on trust and safety, providing the foundation for giving and receiving regular feedback that is balanced, open and accountable.

At the same time, you supervise the activities and conduct of your employees, and are required to have an appropriate control environment for your business, designed to adhere to applicable regulatory requirements. Part of that control environment includes encouraging individuals to ask questions and challenge, and setting the right tone in how to act.

Investment in skill and encouraging employees' professional and personal development are essential components of our bank's people agenda. This is reflected in the talent and development agenda, which helps to develop and nurture future leaders who are accountable, who champion the Code's standards and who inspire the best in their colleagues. You should recognise and positively reinforce good behaviours as well as acting swiftly to intervene in the case of inappropriate behaviours.

Note that you can be held responsible for the actions or omissions of those you supervise, particularly if you have not exercised the level of supervision expected by our bank and/or our regulators.

Remember to create an inclusive environment where people "speak up" and feel safe.



Risk awareness and acting as a risk manager

At Deutsche Bank, each one of us has a role to play in building a stronger, more resilient and sustainable bank.

We aim to foster a culture of strong risk awareness and ownership, where all employees act as risk managers.

It is your responsibility to be aware of, understand and take a holistic view of the risks, which could result from your actions or decisions, and to manage those risks in line with the bank's risk appetite and risk management standards.

For further information, reference the Risk Management Policy – Deutsche Bank Group.



Leading a risk manager: What does it mean in practice?

The role of a risk manager is to lead others to the same goal – to build a sustainable, efficient and predictable business. This should be done by communicating clearly with your team and by always being transparent and allowing them to challenge:

- What you do and what you should be doing
- Your own ambitions and goals
- Reasons for both 'right' and 'wrong' decisions made



Wno

Speaking up and raising concerns (including whistleblowing)

You are encouraged to raise all concerns, and you are expected to raise concerns related to possible violations of laws, rules, regulations, bonus policies and conflicts of interest. Sometimes, these violations can also involve third parties, including our clients and/or vendors/partners. Regardless of business or other pressures, you are expected to raise concerns promptly.

Managers are encouraged to foster an environment where employees feel free to speak up, which means to express their views, raise concerns and escalate any issues that could negatively affect our business, our clients or our people, confident that they will be heard, acknowledged, and addressed appropriately.

In addition, no one, at any level, has the authority to ask you to do something that is a breach of the Code or our existing policies or that is unethical or illegal. If you have any questions or concerns about a potential course of action, you should promptly escalate your questions or concerns.

How to speak up and raise concerns

We encourage you to speak up and raise concerns, including:

- Directly to your manager or supervisor;
- Through the Employee Concern Hotline;
- Through the Reporting System; or
- Through the Internal Audit Department.

There are various external channels you can use to report potential misconduct or potential ethical concerns, including:

- Your Risk Officer/Head of Department, Analyst to Compliance, AFC, your HR Business Advisor, or Legal. You may also use the Reporting System webpage on oblique.it or the Integrity Hotline, which is an anonymous platform and includes reporting forms for raising concerns, and which can be used either anonymously or non-anonymously.

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For further information, reference the Human Concerns (including Whistleblowing) Policy, Dealing with Disclosures, and

Confidential Reporting System
Internal Number +49 (0)30-20867999

Hotline number for certain countries
Internal Number +49 (0)30-20867999

Non-retaliation

We seek to create an environment where every employee feels safe to speak up and raise concerns, including cases of potential misconduct, unethrical behaviour or possible violations of law or policy, without fear of retaliation.

We prohibit retaliation against any individual for reporting concerns. We also prohibit retaliation against those who assist or cooperate in a subsequent investigation of such concerns. Retaliation means any adverse action taken against a person because they reported or compensated in such an investigation.

Individuals who engage in retaliation are subject to disciplinary action, up to and including termination of employment. Managers can also be held responsible for the behaviour of individuals under their supervision who engage in retaliatory actions.



Protecting and handling confidential information



Q&A

Q1: A colleague asks me to share customer information from my former employer. She explains that this would be a great opportunity for his bank to acquire new customers, close sell financial products, and for her to meet her quarterly targets. Is this the right thing to do?

A1: No. You must not disclose that information. Customer information of your former employer is that employer's confidential information and you have a legal obligation to protect the information, even after leaving that company. By disclosing the information, you are breaching this Code and exposing yourself and our bank to legal liabilities.

Our clients expect that we maintain the confidentiality of their information, whether that information relates to financial, personal or business matters. Our bank also expects that you maintain the confidentiality of its own information. Confidential information can be written, oral or electronic and includes a wide variety of data deriving from sources such as IT applications, strategies and customer lists. When in doubt, assume all information you receive is confidential. Inside information is a subset of confidential information and discussed later in the Code.

You may not share, make available or disclose such confidential information to anyone inside or outside our bank, except on a "need to know" basis. I.e., with other staff who are involved in the transaction or providing the services and such disclosure is required for the proper execution of our bank's responsibilities. Sharing it more broadly, even with other employees, could be inconsistent with a client's expectations or in breach of legal requirements, including a confidentiality agreement with the client. When information may be shared, you must limit the amount of information to what is required to achieve the stated business purpose and make sure the recipient knows that the information is confidential and subject to restrictions related to its use or dissemination.

It is never appropriate to share confidential information with family and/or friends. Even if you believe that a family member or friend will not misuse the information, it is not your information to share.

Data held by sensitive business areas are secured by Information Barriers (e.g. data relating to business areas classified as non-public are held behind the Information Barrier and are not accessible by other areas).

Restrictions on disclosing confidential information are not intended to, and should not, prevent employees from reporting or disclosing any concerns or responding to questions or requests from relevant regulators, law enforcement agencies, or their formally appointed agents, courts of law or our bank's auditors. For further information, refer to the Use and Handling of Client Confidential and Deutsche Bank Proprietary Information Policy – Global.

Also remember, information from prior employees (including information from the clients of prior employers) is confidential information and should not be shared with our bank or bank employees – to do so is unethical, unless it has already been made public through no action of your own.

Q2: Marie in Finance is working with the Deutsche Bank, pointers on the preparation of the bank's annual results. She has just received the latest proof and forwards it to other colleagues involved for their review. Having passed "Send", she notices that in anger, she has set at the document in a James-DSM in rather than JamesSmith. Has Marie acted illegally by sharing the bank's annual results in advance?

A2: She has not intentionally leaked this information so this would not be a criminal offence. Nonetheless, there is a problem. What has happened is the inadvertent leak of inside information. It is crucial that Marie immediately initiates the issue to Compliance, who will advise her how to proceed.



Conflicts of interest

Q&A

Q1. You are part of the COO function and you are selecting a new software supplier for the bank. Your spouse works for one of the vendors. Is this a conflict?

A1. Yes, there is a potential conflict between you and the vendor because the fact that your spouse works for one of the vendors could be viewed as influencing your judgment. You should make sure that the bank is aware of the potential conflict, and you should not be involved in the selection of the vendor.

Many of the major problems that have occurred in the industry, including here at our bank, involved conflicts of interest. A conflict of interest arises where one or more persons or entities have competing interests and one serving of one interest may involve detriment to another. As a global financial services provider, our business inevitably gives rise to actual, potential and perceived conflicts. Examples of potential conflicts include: in Markets, acting as principal with a client or as an agent, between a buying and selling client, in Banking, acting on behalf of an issuer of securities while managing our responsibilities to underwriting interests in those securities; in Asset Management and Wealth Management, being incentivised to create or sell products that may be to the detriment of one client or the market.

When identifying conflicts, be sensitive to the fact that conflicts can arise in a variety of relationships, including:

- Between our clients;
- Between a client and our bank or our employees;
- Between the bank and our employees;
- Between a service provider and an employee or the bank, and
- Between and among different group entities or business divisions of our bank.

the objectivity and independence of the research output. Any such attempt, by a client, internal stakeholder or otherwise, must be facilitated in accordance with the bank's policy.

Q3. You work at a local branch in Berlin. You just received a call from a customer that is a small-sized business looking for some short-term working capital. The logical choice for the client is a short-term loan, but your colleague has suggested that you should pitch a credit card option, which would attract much higher fees for the bank. Should you advise the customer to opt for a credit card?

A3. No. The best option for the customer is the loan. The suggestion that you should earn higher fees by recommending a credit card at the expense of the customer's needs is not appropriate and would be a failure to manage the conflict arising between the interests of the client and the bank.

to the Business Selection and Conflicts Office, Compliance, Human Resources or Legal so that they can be addressed appropriately. You should not abuse your position at our bank by, among other things, exercising inappropriate influence on behalf of, or showing inappropriate favouritism towards, an individual with whom you have a close personal relationship or a family connection.

Conflicts can be nuanced and, in dealing with potential conflicts, you should act with integrity and use good judgment in a manner consistent with this Code and our policies, and ask for guidance as necessary.

For further information, reference the Conflicts of Interest Policy – Deutsche Bank Group


T.P.O.


Financial crime prevention and detection



Anti-financial crime

Our bank advocates the development of sound regulations and internal procedures to combat financial crime, including tax evasion. These requirements are also intended to prevent our bank from committing or facilitating – intentionally or negligently – criminal offences.

You are personally accountable for adhering to all applicable statutory and regulatory responsibilities to prevent financial crime. To support you in meeting those obligations, our bank's Anti-Financial Crime (AFC) department is mandated by the Management Board to develop and implement policies, procedures and processes to minimise AFC risk within our bank, and enhance them on a continuous basis, at both global and local levels.

For further information, reference the Principles for the Management of Financial Crime Risks – Deutsche Bank Group.

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Anti-money laundering/anti-terrorism financing

Money laundering is the intentional movement of cash and/or assets derived from illegal and criminal activities into the legal financial and/or business system. The attempt to disguise the true source or ownership of the funds, to disguise the ultimate disposition of the funds and to eliminate audit trails is part of the laundering process. Underlying crimes are defined by local laws and could comprise, for example, forgery, counterfeiting, extortion, corruption, organised crime, as well as fraud, human trafficking, robbery, drug crime or terrorism.

Terrorism financing is defined as the providing, dispensing, distributing or collecting of funds, by any means, intended to be used, or knowing that they are to be wholly or partially used, for committing terrorist acts. It is not relevant whether such funds are of legal or illegal origin.

To combat money laundering and terrorism financing (together, "AML"), our bank has developed a set of policies, including its General AML standards and principles. You are required to adhere to these standards to protect our bank and its reputation from being misused for money laundering and/or terrorist financing or other illegal purposes.

For further information, reference the Anti-Money Laundering and Terrorist Financing Policy - Deutsche Bank Group.



Deutsche Bank Group Code of Conduct



Economic sanctions regulations &

anti-boycott rules

National authorities and supranational organisations (e.g. the United Nations and the European Union) impose restrictive measures against targeted sectors as well as countries, organisations, groups, entities and individuals who infringe internationally accepted behaviour's and norms, including those who have been identified as being involved in weapons proliferation etc.

— terrorists or supporters of terrorist organisations,

— violations of human rights, or

— being involved in bribery and corruption.

Such measures are more commonly known as embargoes or sanctions. Our bank has identified prohibited and restricted Special Risk Countries in order to better safeguard against sanctions risks.

You are required to comply with applicable embargoes and sanctions as well as our bank's requirements on Special Risk Countries. Non-compliance can expose our bank, as well as you personally, to civil, regulatory and criminal penalties, including substantial monetary fines and, in the case of individuals, prison. Non-compliance with embargoes and sanctions also poses a substantial reputational risk for our bank. It is also important to note that there are anti-boycott

Financial crime prevention and detection (continued)

Economic sanctions regulations & anti-boycott rules (continued)

rules in place that protect against and counteract the effects of extra-territorial application of specific sanctions regulations imposed by other jurisdictions. If you have any concerns, consult with A&C before proceeding.

For further information, reference the [Sanctions Policy](#) – Deutsche Bank Group.

Q&A

Q A client calls E&S to let him know they will be exporting goods to a defiance company based in Russia. The client wants to know if we will support the transaction related to the shipment. E&S escalates this information to Regional Sanctions – what will likely be the outcome?

A We would need further information on the goods, transaction and end-user to understand what is involved and determine whether the transaction may violate applicable standbys.

K=Assuming point: Sanctions can be broad-in-scope so you need to understand the impact of sanctions on your business activities.

If in doubt, you must consult your division in your local A&C Team, Regional Sanctions & F-Tangents Team or the Global AFC Sanctions & Export Controls Team.



Economic sanctions regulations & anti-boycott rules (continued)

rules in place that protect against and counteract the effects of extra-territorial application of specific sanctions regulations imposed by other jurisdictions. If you have any concerns, consult with A&C before proceeding.

For further information, reference the [Sanctions Policy](#) – Deutsche Bank Group.

Q&A

Q Deutsche Bank operates globally and may require the support of agents in different jurisdictions to act on its behalf and provide local expertise. Could Deutsche Bank be liable for any bribes paid by Business Development Consultants (BDCs) or external advisors used to help the bank win business?

A Yes. Deutsche Bank could be liable for bribery paid by agents operating on behalf of the bank, like BDCs.

How can you reduce the risk? Due care and skills must be exercised when selecting and dealing with BDCs and other agents. Our bank's policies must always be followed. For further information, reference the [Anti-Bribery and Corruption Policy – Deutsche Bank Group](#).

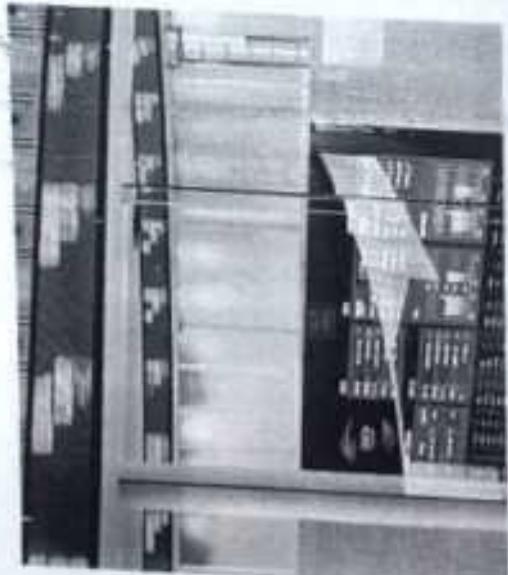
Anti-fraud

Fraud is defined as any intentional act of omission, including misrepresentation which misleads or conceals, or attempts to mislead or conceal, in order to gain a personal or business advantage, or to avoid a personal/business disadvantage. Fraud may be committed by an individual, a group of individuals, or by one or more of organisations.

If you have knowledge of fraudulent activity or potential fraudulent activity, have reason to suspect that fraud has occurred or a fraud attempt may occur, you must immediately escalate to A&C by following the escalation process defined in the Anti-Fraud Policy. You are encouraged to follow the information, reference the [Anti-Fraud Policy – Deutsche Bank Group](#).



Fair and free markets



You must not engage in activities, practices or conduct that are manipulative, illegal, anticompetitive, or unethical, that exacerbate conflicts between or among our bank and/or its clients, that are contrary to industry standards or applicable regulations, or that are otherwise damaging to our bank's reputation.

Our bank has a policy in place to specifically address Market Conduct as well as standards for specific bank products. For further information, reference the Market Conduct Policy – Online.

Q&A

- Q You purchase 1,000 shares in XYZ Ltd. You then spread a rumour online that XYZ Ltd. is the subject of a takeover bid from Predator plc. The story spreads and makes its way into the media, causing the share price to rise significantly. You then make a profit by selling your shares. Shortly thereafter, Predator plc makes a formal statement denying the rumour and the share price of XYZ Ltd falls back to its previous level. Have you done anything wrong?

Market conduct, market manipulation and market abuse

Protecting the integrity of financial markets is critical to promoting fair and efficient markets and market confidence in legitimate market conduct underpins fairness, efficiency and confidence in the markets.

Market manipulation/market abuse can have a significant negative impact on our clients, the financial markets and our bank as a whole.

As such, all business conducted by our employees must be driven by legitimate reasons and must be conducted in a manner that avoids or minimises market disruption.

Abuse of information and insider trading

In the course of your work at our bank, you may come into possession of inside information (also referred to as material, non-public, price-sensitive information (PSI) or MNP). While the definition may vary from jurisdiction to jurisdiction, inside information can be described as information which has not been made public, relating directly or indirectly to one or more issuers or to one or more financial instruments, and which, if it were made public, would likely have a material effect on the prices of those financial instruments or on the price of related derivative financial instruments.

While you are in possession of confidential information, especially inside information, you are under a duty of confidentiality to inspect of the information you receive and may only use or disclose such information with due authorization and on a need to know basis. Using such information for your personal gain or sharing with others who use it for their personal gain – so called "tipping" – is illegal and prohibited by this Code and our bank's policies.

For further information, reference the Information Disclosure – Confidentiality and Group.

Q&A

- Q I have learned that Deutsche Bank is considering the acquisition of a small, publicly-traded company. As an employee of the bank, may I acquire the stock of this company in anticipation of the acquisition? May I share this information with my cousin so that she can acquire the shares?

- A No. Trading on and tipping others who trade on inside information is illegal and a violation of this Code.



Fair and free markets (continued)



Antitrust laws of certain countries in which we conduct business have broad extraterritorial scope and application. It is our policy to comply with all laws which prohibit anti-competitive conduct in the countries in which we operate.

The consequences of antitrust violations are serious and far-reaching. US, EU and other enforcement authorities vigorously prosecute anti-competitive conduct. Any infringement of antitrust laws can have serious consequences, including severe financial penalties for our bank and you. Multi-million euro fines have become routine for companies found guilty of infringing antitrust laws. Other serious consequences may also result from:

- Individual imprisonment or long-term disqualification;
- Paying compensation to affected parties;
- Reputational damage;
- Restrictions on business and/or
- Void of enforcement contracts.

Antitrust
Ensuring that employees at all levels comply with applicable antitrust laws is a key priority of the bank. The financial sector is under close scrutiny from antitrust authorities and public prosecutors. Understanding the basic concepts of the antitrust rules and the limitations that they can impose on your activities, and being able to identify activities of concern where there could be risk is critical for you and our bank.

Antitrust laws promote free competition by making certain anti-competitive practices illegal. The practices caught by antitrust laws encompass a wide range of market-distorting behaviour around the globe. This behaviour includes agreements and practices that restrict competition, trading in concert with a competitor, agreements with competitors on pricing, agreements to exclude others from a transaction, facilitating the exchange of competitively sensitive information, and violations of merger control rules.

Q&A

- Q. As a Deutsche Bank Swap trader, you contribute streaming of live prices to three trading venues that are used by the administrator of a daily benchmark. The benchmark is calculated off tradable quotes from regulated, electronic, multilateral trading venues and represents the mid-price for Swaps (fixed leg) at particular times of the day.

Early one morning a longstanding colleague, who now works for another bank, emails you with the following message:

"Hi Matey,

Need a favour from you. Can you nudge your GBP B/R down a couple of bps on Trax-X today? I know you don't do much volume on that venue anyway so you're unlikely to be hit and it would be a great help to me. I can return the favour sometime in the future to help you out."

Is it acceptable to agree to the proposition?

- A. No. Any form of collusion among competitors in order to manipulate, or to attempt to manipulate or help facilitate some to manipulate, benchmark price fixes or reference rates capable of distorting the normal course of pricing is not acceptable.

Even if your attempt to influence the fix fails, the intention to influence normal market conditions is sufficient to make this behaviour illegal and be in violation of antitrust law.



Treating clients fairly, communicating with clients, and handling customer complaints



Q&A

- Q. This works in a retail branch. He has been told that the incentive this year is a 0% fee rate if he meets the target before year end. An existing retail client visits the branch seeking to invest all of a small inheritance he received – he says this is his retirement money when he retires in a couple of years.

This advises him on a non-principal-protected product intended only for high net-worth individuals, who are "sophisticated clients," for which he will receive a higher commission. He explains that they are similar to retail bonds. It has a high coupon payout structure and states that they are not any riskier than bonds of a blue chip corporate.

Were the rationale and risks of the product sold in line with the risk appetite of the retail client, i.e., was it suitable?

Did he explain the product thoroughly?

Was he truthful?

Was his argument to reduce his own personal interests? Should he have considered whether the incentive programme could influence bad outcomes for clients?

- A. This illustrates the product and its represented the importance of the risks embedded in the product. He did not consider whether this was a suitable product for the client and hold a product for which he would receive a higher commission, and therefore, a better chance of meeting a target set by the bank.

Communicating with clients

It is important when dealing with our clients that our communications – both oral and written, are fair, clear and accurate. Statements that can be viewed as misleading or that give material information, including information important to making an investment decision – whether the client is retail, professional or institutional – can violate applicable law. Fair, clear and accurate communications protect the bank and you.

Treating clients fairly

As a bank, we have defined ourselves as client centric, and part of our success is through creating value to our clients by the solutions we provide and services we offer. Critical to our strategy is delivering what we committed to our clients and treating them fairly and transparently.

In practical terms, it means that we may not take unfair advantage of anyone or disadvantage them through manipulation, concealment, abuse of confidential information, sharing or using it improperly, misrepresentation of material facts or unfair dealings or practices.

For customers facing employment, you should understand your customers' needs, expectations and interests in order to provide them with appropriate solutions that add to the right outcomes for them based on their stated requirements, sophistication and attitude to risk.

You must always act fairly, honestly and transparently and avoid providing customers with undue preferential treatment, including over other clients.



Treating clients fairly, communicating with clients, and handling customer complaints (continued)

Customer complaints

A complaint means any expression of dissatisfaction or grievance, regardless of whether justified or not, from us, on behalf of a customer or third party about our bank's provision of, or failure to provide, financial services (for example, the execution of any transaction, or the distribution of securities or funds). This may also include public relations matters regarding our bank's business practices that have the potential of damaging our bank's reputation, brand and market value. Complaints may be received from a complainant directly or through an authorised third party and can be transmitted via various means, including letter, telephone, email, or in person. They may also involve a demand, express or implied, for a payment or adjustment.

You must promptly refer all complaints to your supervisor. Actual or potential errors or complaints that could result in a client dispute must be referred to Legal and Compliance and any complaints, errors or irregularities relating to customers that cause breaches of regulatory or legal requirements or obligations must be reported immediately to your supervisor, Legal and Compliance. All errors and complaints must be addressed as soon as practicable.

For further information, reference the Minimum Requirements for Monitoring and Recording of Complaints – Rule 10.

Q&A

Q You have received a call from a client concerning that there are unusual transactions which they do not recognise on the account, and their statements are arriving much later than usual.

In this a complaint if you think the delays are due to your firm's problem?

Do you report the complaint to your supervisor immediately or only if the client complains again?

Do you register this as a complaint to Complaints Handling process used by your business?

A

You report the complaint to your supervisor immediately and ensure that it is properly reflected as a complaint in your business' Complaint Handling procedure.

In most jurisdictions, there are requirements about responding to and reporting complaints. Further, complaints can be an indication of a broader problem. The sooner the problem is reported, the sooner the bank can take action.



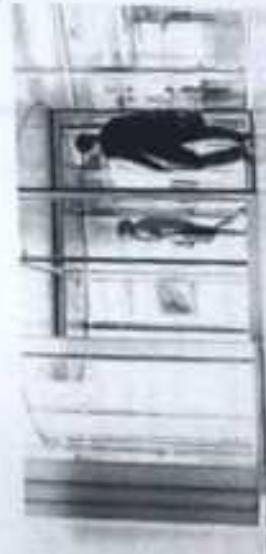
Protecting customer assets and accounts

The protection of customer assets and accounts is paramount. Each division is responsible for implementing policies necessary to ensure client monies and assets are appropriately safeguarded, and the dispositions of customer assets are only made by the holder of accounts, and in the case of custody accounts, by their agents on the basis of a power of attorney, or by virtue of a court order or other official measure. Balances on customers' dormant accounts and custody accounts with no known address may not be booked to revenues by our bank.

For further information, reference the AML/CFT Monitoring and Reporting Policy (SCAF) Policy – Guidance and the Transaction Monitoring Page with Informational Circulars – (Unclosed Assets) Policy.



Employee related activities:



Avoiding and disclosing personal conflicts of interests

Employees must disclose any potential conflict of interest. For example, if you have a close personal relationship with your subordinate employees, then this will need to be disclosed. There are also other areas where our bank is required by law or due to the appearance of a conflict of interest to impose limitations and/or requirements on employees. These include:

- Business expenditure
- Personal account dealing (employee trading)
- Outside business interests
- Political contributions



Business expenditure

Our Bank does not permit the offering or accepting of business expenditure such as gifts, entertainment or business events and roadshow attendance, unless they are reasonable, proportionate and for a legitimate business purpose.

You must not create a situation that would involve a conflict of interest... divided loyalty or the appearance of an improper attempt to influence business decisions.

It is important to keep in mind that a gift is anything of value that is offered to or accepted from a counterpart [i.e., any person our bank deals with in the course of business]. Gifts can be of monetary or non-monetary nature, including benefits or advantages such as: tickets, jewellery, artwork, fruit baskets, and charitable donations.

Entertainment means all forms of corporate hospitality offered to or accepted from counterparts, including social events, sporting, cultural or recreational activities, telethon events, drinks, dinners, etc.

To avoid the risk of an appearance of impropriety, you must obtain all relevant pre-approvals before giving or receiving any form of gift or entertainment via e-mail, telephone, fax, Concur Request or other applicable system.

Who

pre-approvals are based on various thresholds set out in the policy referenced in the next paragraph.

For further information, reference the [Anti-Bribery and Corruption Policy – Criminal Law Compliance](#).



Q&A

Q1. You are to finalise a contract with a major supplier. You have suggested that you could sign the contract at an expensive new French restaurant in town that you have wanted to try. Is this a problem?

Q2. You take one of your most important clients to dinner on a regular basis. The client likes expensive restaurants and fine wine. If you forget, your client reminds you. Is there anything wrong with that?

- A.
1. You should neither accept nor provide excessive and/or frequent work-related entertainment. All work-related entertainment must comply with our bank's Anti-Bribery and Corruption Policy. In both cases, the entertainment appears to affect impartial decision making leading to an unfair business advantage, putting both you and our bank at risk of breaching anti-bribery laws.



Employee related activities (continued)

Personal account dealing (employee trading)

Our bank sets out a Personal Account Dealing Policy to meet legal and regulatory requirements, to avoid the appearance of insider trading and to further potential conflict of interest.

It is your responsibility not to trade on, or otherwise take advantage of inside information and not to put your personal interests over those of our bank or its clients when engaging in trading for your personal or related party accounts.

You should be familiar with the Personal Account Dealing Policy, which is designed so that personal investment activities are conducted appropriately.

Where required, you should notify Compliance of your personal trading accounts including those held at our bank or with a designated broker.

Where pre-clearance or approval are required, you must obtain pre-clearance/approval via the Employee Trade Business Application, i.e., the ETRA system, prior to engaging in personal account trading. Personal trading accounts where you have fully delegated the investment decisions to a third party by means of a written discretionary management agreement, and where you cannot exercise any influence or discretion are required to be disclosed, however, trading is not required to be pre-authorized.

There are minimum holding periods for investments which vary by location and division which are set out within the policy. For further information, reference the Personal Account Dealing Policy – Deutsche Bank Group.



Remember:

- You must prioritize the interests of our bank and its clients ahead of your own personal trading interests
- As such, you are prohibited from:
 - Entering into transactions involving a conflict of interest between an employee and our bank or its clients;
 - Using your access to proprietary information or client information in any way to advantage your or anyone else's personal investing; and
 - Entering into transactions that present potential reputational or regulatory risk to our bank

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Employee related activities (continued)

Outside business interests

You are expected to devote your best efforts and abilities to our bank. Outside Business Interests are certain interests or activities undertaken by employees outside their role at or with our bank, whether or not connected, that may create a potential conflict of interest. These are generally positions in external organisations such as directorships or partnerships, or in another employment or appointments to public offices. Minimum standards have been set to avoid or manage conflicts with any Outside Business interest and the duties of the employee to protect our bank and its staff against reputational risk, avoid interference with your responsibilities to our bank, and to assess, Complainent in the identification and prevention or mitigation of conflicts. You are required to discuss and obtain approval prior to engaging or agreeing to engage in an Outside Business Interest via GCCC.

For further information, reference the Outside Business Interests Policy - Deutsche Bank Group

Criminal investigations

If you become the subject of any criminal investigation, you must inform without delay your local HR manager who will in turn notify Group HR, Legal, Compliance and AFC.

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Political contributions

Our bank is a politically neutral organisation and does not engage in party political campaigning or make party political donations. Our bank conducts dialogue with governments on issues relevant to our businesses and any communication undertaken is honest and accurate.

Our bank permits its employees to be active in the political process. If you are involved in political activity in a personal capacity you have a responsibility to make sure that this is kept entirely separate from your duties as an employee and that our bank's funds or resources (including time) are not used for political purposes. It is not permitted for any employee to induce or pressure other employees to make political contributions.

In certain jurisdictions, there are limitations, restrictions and reporting requirements on the conduct of political activities. In the U.S. such regulations apply to all US citizens and US permanent residents regardless of work location. Please contact Internal Compliance first before engaging in any political activities.

So that conflicts of interest are avoided, Complainants are expected to advise Internal Compliance and not become involved in matters of political controversy that may compromise the interests of our bank and/or the bank.

Any substantial political activity must be approved in advance by your supervisor and Compliance.



Communications, the media, social media and interactions with our regulators

Q&A

- Q** You have received a phone call from a journalist who is asking the whereabouts of a client. Yes, you met with the client in the morning and she told you she was travelling today to Eastern Europe for business. The journalist says that your client is in the middle of striking a very important business deal and promises that he will write a positive piece about Deutsche Bank if you help him out with the information he needs. You are not an authorised spokesperson for the bank. Is it appropriate to reveal your client's whereabouts?

- A** No. You must decline to speak to him and refer him to your local Press Office. Client information must be treated in confidence. It would be a major breach of trust to pass this information to anyone outside the bank.
- You are not permitted to speak to the external media unless you have been approved and received formal training as an authorised Deutsche Bank spokesperson and media contacts should always be referred to or logged with your local Press Office.



You must not make any statements in the name of the bank or release any information or documents to the media either directly or through a third party, unless expressly authorised to do so by the appropriate Communications team.

If you plan to have or you had contact with a media representative, you have to inform Corporate Communications in a timely manner.

For further information, reference the Media Policy – Deutsche Bank Group.

Electronic and voice communications
The use of electronic communication systems and the recording of voice communications can be subject to the

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Deutsche Bank Group | Crisis of Confidence

laws and regulations of multiple jurisdictions. Procedures have therefore been established to safeguard information and to set minimum requirements for appropriate access, monitoring and usage.

Only Deutsche Bank-approved communication devices and applications may be used for the conduct of any bank business whether by email, chat or other electronic messaging. If you are required to use unconnected lines, you must comply with the Voice Recording Policy to ensure that your conversations are recorded. Participating in multi-party/multi-entity chat rooms and other public chat rooms in connection with any bank businesses or with our bank's equipment is generally prohibited (certain exceptions apply with relevant pre-approvals).

Our bank is required to retain records relating to electronic and voice communications generated by employees and undertakes surveillance of them. Additionally, electronic and voice communications may be subject to disclosure or other requirements in litigation, regulatory and law enforcement inquiries, internal investigations, and/or other proceedings, and/or subject to monitoring or surveillance. Employees are expected to allow the Bank to meet legal retention requirements, and, where legally permitted, will be asked to provide DB electronic communications that appear to be related to a DB activity that occurred on a non-DB approved electronic communication system.

Our bank reserves the right to monitor, review, access, record and disclose information and data, which is created, sent, received, downloaded or stored on our bank's electronic or telephonic systems or on the bank's premises, subject to local data privacy restrictions.

For further information, reference the Electronic Communication Systems Policy – Deutsche Bank Group and the Use of Mobiles and other End User Devices Policy – Deutsche Bank Group.



Communications, the media, social media and interactions with our regulators (continued)



Social media

Recent years have shown a growth of social media services, which has fundamentally changed inter-personal communications, built online communities, and increased virtual interactions. Our reputation is dependent upon appropriate and professional media and public relations. In order to protect our reputation and brand, only authorised employees may set up and operate a social media channel in the name of our bank. This restriction does not apply to discussion of personal matters outside of work and on non-bank equipment.

You should exercise good judgement in your use of social media and other online activities, even in connection with personal matters. Postings on internet and/or social media sites referencing our bank, your responsibilities, our clients or your bank colleagues may have an impact not only on you but our bank as well, and may constitute a breach of privacy laws, misuse of confidential information or other policies. Your social media activities are also governed by the laws applicable in the country where you work as an employee. The policies and guidelines of your respective division or the region in which you work also apply.

For questions about the use of social media, please contact Digital Communications.



Interactions with supervisory authorities

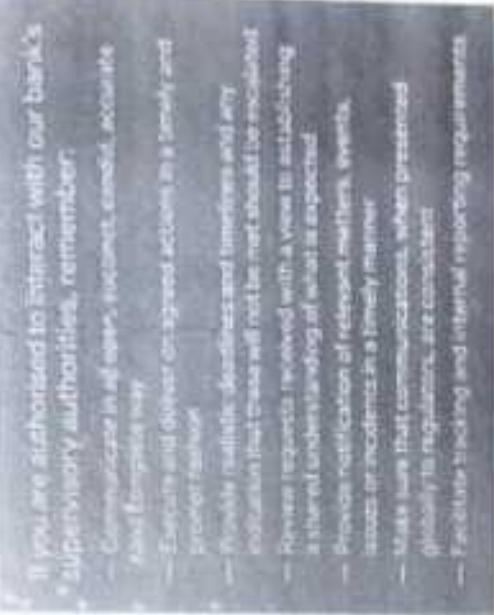
Our bank is committed to act in an open and transparent way with all its Supervisory Authorities and to promote trust-based cooperation. Failure to do so could result in regulatory sanctions, reputational damage and/or significant financial penalties.

Relationships with the supervisory departments of our bank's Supervisory Authorities are managed by Regulation, Compliance, Country Management or other teams responsible for regulatory relationship, and subject matter experts (representing the business divisions and infrastructure functions). Each Supervisory Authority generally has a bank Principal Point of Contact.

Any communications that are received by anyone other than the Principal Point of Contact should be escalated to Compliance or the relevant team responsible for regulatory compliance or the relevant team responsible for regulatory relationships who will re-route the communication to the relevant Principal Point of Contact. Communication to the Supervisory Authorities by any department or individual, other than the Principal Point of Contact should first be escalated and routed through the Principal Point of Contact. You must adhere to certain minimum standards in any interaction with our bank's Supervisory Authorities.

For further information, reference the [Supervisory Authorities Engagement Policy](#) – Deutsche Bank Group.

Deutsche Bank Group
Digital Communications



Officially held life documents and trophies and very expensive items, unless and unless such items are held with a view to sale or leasing, a formal and/or informal capacity of what is expected. Grosses not location of restricted matters, events, access to accounts in a timely manner, etc. State more that the above mentioned, when presented directly to regulators, all communications, electronic locking and internal reporting requirements.

You should contact the relevant team responsible for regulatory relationships before sharing any regulatory information.

Sustainability and respecting human rights



We maintain sound governance in line with (own and) internal guidelines. Well-established sustainability frameworks, such as the United Nations Global Compact and the United Nations Sustainability Development Goals, provide guidance for our thinking and actions.

We ensure that our internal and external commitments are safeguarded by adequate processes and controls. In this context we respect the right of human rights, including the prevention of child labour, modern slavery and human trafficking a priority. We strive to be the employer-of-choice for present and future employees and to invest in security and create a positive impact. By supporting voluntary initiatives by our staff we serve our communities and encourage and support our employees in these efforts.

In alignment with one of our core values "sustainable performance" and based on our sustainability principles, we are committed to considering the long-term effects of our activities and to generating sustainable value for our clients, employees, investors and society at large. This means that we consider and assess the direct and indirect economic, social and environmental aspects and impacts of our business decisions.

We strive to increase the positive impact of our business decisions and to support a sustainable future for society and the environment. We monitor and mitigate the possible negative impacts and we apply reasonable due diligence processes to balance and to solve emerging conflicts of interest and ethical situations.

The impact in the spirit of our sustainability commitment listed below and scrutinise any relevant argument against them.

- We have a clear and transparent approach to our environmental and social responsibility.
- We have a clear and transparent approach to the impacts of our business activities.
- We foster business relationships that are built on trust.
- We are guided by business and social responsibility standards.
- We manage our sustainability strategy in family-owned businesses, foundations, spin-off companies and processes.
- We are guided by business and social responsibility standards.

You should ask yourself:

- Does a proposed business transaction or initiative prevent any risks to the environment or society?
- Are there appropriate controls in place to manage the risks associated with the proposed transaction?
- Are you focusing only on near-term results without looking at potential long-term risks?
- Are you confident that your actions could stand up to public scrutiny?
- Are you using your skills to build social capital and to benefit society?



Safeguarding our bank's interests



Information security

Each division is responsible for implementing policies necessary to ensure banking security laws and to maintain an appropriate level of information security. For further information, reference the Information Security Policy – Deutsche Bank Group.

You must also take steps to ensure you follow these policies to protect information against loss, non-authorised changes and manipulation.

Protecting Deutsche Bank's assets

- Our bank's assets include:
 - Physical assets, such as office furniture, equipment and supplies;
 - Technology assets, such as hardware, software and information systems;
 - Financial assets, such as cash, securities and credit cards;
 - Our bank's name, its brand and its customer relationships;
 - Intellectual assets, such as intellectual property, including information systems about products, services, systems and other data.

Our bank's assets should be used only for the conduct of our bank's business, except where otherwise provided by the Code or other bank policies. All physical and technology assets provided by our bank, whether used inside or outside the workplace are our bank's property and provided for your business use. Never sell, lend or give away any such assets, regardless of their condition or value, unless you are authorised to do so. In general, you should not use our bank's assets for your personal activities, though reasonable personal use is permitted. However, it should not interfere with your business obligations. Any work product created in the course of your work while at our bank is an asset of our bank. Assets, including information, presentations, spreadsheets, incident applications, etc., that you create are our bank's property.

Date protection

The collection, use, retention and transfer of client information must comply with data protection laws, our policies and any contractual obligations. Client confidentiality – as discussed previously – is critical and you should seek to protect it at all times. You are prohibited from collecting, processing or using personal data unless authorised to do so. Personal data may only be obtained for lawful purposes and should be processed fairly and lawfully. Data should only be maintained for as long as necessary and should be relevant to the purpose for which it is collected. All data must be secured to prevent unauthorised access, alteration, transmission, publication, loss or damage. You must ensure that the competent Data Protection Officer is informed of all new plans to process personal data in order to comply with regulatory requirements and avoid reputational risk. Errors, inaccuracy and breaches should be escalated promptly to your supervisor.

For further information, reference the Data Protection Policy – Deutsche Bank Group.



Udo

Safeguarding our bank's interests (continued)

Authority to act

Your authority to act on behalf of our bank is limited by our own laws, regulations, corporate charters, by-laws and board resolutions as well as our bank's policies. You need to be aware of these, how they exceed your role, and of the responsibilities attached to it. You should never sign any documents or otherwise represent our bank, or authorise any action on our bank's behalf, unless you are specifically authorised and have the required knowledge to do so. You should know the limits of your authority and act within those limits.

Key resources and contacts

- Financial Control
- Liquidity, Settlement and Contingency Office
- Communications & Corporate Social Responsibility
- Compliance
- Group Tax
- Human Resources
- Legal (incl. Criminal Enforcement)
- Risk
- Strategic Communication Management
- Risk Assessment Unit (RAU)

Records

Maintaining accurate books and records is fundamental to meeting our legal, regulatory and business requirements. You are responsible for maintaining accurate and complete records and for complying with all the concepts and policies our bank has in place.

Correspondence and documents containing legally binding statements must generally bear two authorized signatures of the bank.

For further information, reference the Internal Governance Policy – Deutsche Bank Group.

You should never falsify any book, record or account that relates to the business of our bank, its customers, employees (including your own activities within our bank) or suppliers.

You must never dispose of records or information that may be relevant to pending or threatened litigation or a regulatory proceeding unless you are authorised to do so by the Legal Department. You must also comply with applicable record retention policies.

For further information, reference the Records & Disposition Policy – Deutsche Bank Group.





Falling
short.

Getting
it right.

Be on the right side.

#PositiveImpact

Document Title	Code of Conduct - Deutsche Bank Group
Document Language	English
English Title	Code of Conduct - Deutsche Bank Group
Category	Group Policies
Policy Producing Function	Compliance
Document Author	oliver.geffroy@db.com
Document Approver	pascal.tagne@db.com
Portfolio Owner	michelle.berman@db.com
Document Contact	Your Local Compliance Officer
Functional Applicability	All Units
Geographical Applicability	Global
Original Issue Date	01 July 2001
Last Review Date	10 October 2022
Next Review Date	16 August 2023
Version	11.1
Document ID	{50199C5A-0000-C14B-9BEB-6A9062FB564F}



Mao

Five things to know if you're transferring from an external to an internal Deutsche Bank employee

1. Your Human Resources ID should not change. Everybody at Deutsche Bank has a life-long-ID. Your HR recruiter and Deutsche Bank sponsor/manager should know this when they start the process on Workday. For more information please refer to this [Workday training](#).
2. You will keep all of your DeuBa/DBE/DBG account data, mails, tools, and applications if your change between external and internal employment is immediate (i.e. less than 30 days) and your email address stays the same. Please note: if for some reason or another your email address does need to be changed, data can be retrieved with a "data transfer request" via your line manager and [dbsupport+](#).
3. Should you plan to take a longer break, your Deutsche Bank sponsor/new manager can amend the date via the dbAccessGate portal with an approval of the Chief BISO of your department. For more information please refer to this [Workday training](#). In case of issues: Please open a ticket in [dbsupport+](#) and ask for help from the "IAM_dbAccessGate_Ops"-team. For more help from dbAccessGate please visit their myDB page.
4. Please note that under your employment contract it is not permissible for you to upload any non-public Deutsche Bank data to any personal or non-Deutsche-Bank-compliant sites or databases. Non-compliance with this is a serious breach and may lead to consequences up to the termination of your contract as well as a claim of compensation by Deutsche Bank.
5. Should you need to share information prior to leaving Deutsche Bank as an external, please follow the standard hand-over process of saving business sensitive data or messages. Forward any important emails to your Deutsche Bank sponsor/manager, save important messages or documents to your team-SharePoint or to the department file share/network-drive. Please contact [dbsupport+](#) should you be in doubt.



Confidential

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN U74120MH2013PTC098833

Corporate Office: 1111A 7th Floor, 13th Cross Rd, Sector 4, HSR Layout, Bangalore, Karnataka 560081

Website: www.workindia.in | Email id: darshana.potnis@workindia.in | Ph no: 8372602901

23rd June, 2023

Sumeet Uday Haldirupur

Bangalore

Dear Sumeet,

We are delighted to offer you the position of **Associate Product Manager**, based in **Bangalore**. Your employment shall commence with effect on or before **1st July, 2023**. In the event you fail to join on or before 1st July, 2023, this offer stands terminated unless extended at the sole discretion of the Company. We trust you will treat the details of this offer with utmost confidentiality.

A summary of the terms and conditions of your employment with the Company are as follows:

Compensation:

Your Total Annual Compensation is **Rs. 13 Lakhs** (Thirteen Lakh rupees only) effective **1st July, 2023**. The break-up of your compensation along with the details on any performance-linked variable pay is provided in Annexure 1.

Your compensation will be subject to usual statutory and/or other taxes that may be imposed from time to time by the government or any public body authorized to do so.

Your individual remuneration is purely a matter between yourself and the company which 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 highly confidential.

Performance Linked Variable Pay:

The performance linked variable payout will be on an annual basis. Such incentive is contingent on your individual and overall performance of the company and shall be subject to terms and conditions as the Company may decide. However, you shall have no right to incentive or time-apportioned incentive if you are no longer employed by the Company or are under notice (whether given by you or the Company) at or prior to the date when such an incentive might otherwise have been payable.



ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U7410DMR2019PTC024655

Corporate Office: H1704, 3rd Floor, 10th Cross Rd Sector 4, HSR Layout, Bengaluru, Karnataka 560107

Website: www.workindia.in | Email: darshana.gogoi@workindia.in | Mobile: 8577852961

Employee Stock Option Plan:

ESOP Vesting will be 10% with a 1-year cliff - meaning you must stay 1 year for 10% to vest, and then 2.5% will vest per month after that.

You shall be issued such a number of Employee Stock Options (ESOP) as set forth in Annexure 1, subject to receipt of necessary shareholder, Board approvals and in accordance with the relevant scheme. The valuation of stock are usually determined based on various factors, including but not limited to the class of stock, the most recent rounds of funding, performance of the company and other internal and external factors. Any future valuation of stock price of the option grant may vary and shall be subject to change at any time, given the then prevalent internal and external market factors that influence the valuation, including but not limited to performance of the company, business growth, changes in the industry and other macro and micro economic conditions.

Please find the breakup of your salary in the annexure enclosed herewith.

Salary shall be disbursed in accordance with the prevailing remuneration plans of the Company.

Changes in your compensation are at the Company's discretion and will be subject to and based on your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

Terms and conditions of the Offer:

1. Your employment will be governed by the Company Core Values & Accepted Policies.
2. **Probation:** Your appointment is conditional upon the completion of a probationary period of **3 months**. Employment will be confirmed upon successful completion of your probation period, based on your positive contributions to the company's objectives. The management may decide to extend the period of probation, confirm or terminate your employment, depending on your performance during the initial probation period. You will continue to remain on probation until you are officially confirmed.



ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

ON 07/01/2016 (Q1002)

Corporate Office: H1, 101, 1st Floor, 17th Cross Rd, Sector 4, HSR Layout, Bangalore, Karnataka 560102.

Website: www.workindia.in | Email: darshana.godda@workindia.in | Mob: 9177762761

3. **Verification:** This offer is contingent upon us receiving favorable results from a Background Check, which shall include a comprehensive reference check, to authenticate all information provided by you. You agree to the collection (includes you and other relevant sources), storage, and processing of your personal and sensitive data by the Company and its third-party vendors for the purposes of running background verification checks on you. This may include transfer of such data to storage facilities and the relevant third parties involved in the checks outside the territory as well.

If any information or declaration given by you to the Company proves to be false or if you have been found to have willfully suppressed any material information, or if your background verification check is unsatisfactory to the company, you will be liable to be discharged from the services of the Company, without any notice or compensation. Also, you represent that you are not subject to any restrictions or conflicts of interest that prevent you from working for the Company.

4. **Notice period and Termination:** Employee's employment will continue until terminated by either party by giving **not less than 60 days** written notice, or until terminated at an earlier date as provided in this Agreement. During the probationary period, the Employee's services can be terminated by giving **7 working days** written notice on either side. In the event the termination is by the Company, the Company may pay you in lieu of the notice period if it elects to.

Further, the Company reserves the right to terminate your service at any time without notice should you be guilty of misdemeanor, misconduct, negligence, misrepresentation or any breach of the terms and conditions of this agreement.

5. By accepting this offer you are also confirming that:-

- a) You have terminated your employment with your previous employer (if any) or any freelancing work in compliance with their terms and conditions. You are required to engage yourself exclusively in the work assigned by the Company and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise).



A handwritten signature in blue ink, appearing to read "Me".

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U74120KA2015PTC26983

Corporate Office: 11170434E001, 17th Gagan Bhawan, 11th Main, Balmatta, Karnataka 560002

Website: www.workindia.in | Email: darshana.singh@workindia.in | Mob: +91 777862961

- b) There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company.
- c) The Company is not liable for any past dues owed by you as part of termination of any previous employments.
6. **Non Compete:** During the period of your employment and for a further period of at least 12(Twelve) months thereafter, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever which is similar to and/or competes with the business of the Company nor engage in any activity that conflicts with your obligations to the Company.
7. **Confidentiality, Inventions and Integrity Agreement:** Considering the nature of the Company's business, confidentiality of all processes, methods and systems are vital. Thereof, you are always required to maintain the confidentiality of all information which you may possess consequent to your working for the Company. You will also keep confidential the contents of your offer and may disclose to your close family members only.
8. **Governing Laws:** This contract shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this contract shall not affect the binding effect of the rest of the contract.
9. **Intellectual Property Rights:** You shall have no right, title, or interest whatsoever over any intellectual property and/or any developments including all computer software (including data and related documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications, any idea, invention, design, technical or business innovation, business plan, and related documentation, or any other work product developed, conceived, or used by you, in whole or in part, that arises out of your employment with the Company, created or developed by you in the course of your employment with the Company and shall not be entitled to use or exploit the same in any manner whatsoever other than in the course of and for the purposes of your employment with the Company.

It is understood that all intellectual property created by you in the course of your employment with the Company shall be "works for hire" and shall unconditionally and irrevocably vest with the Company worldwide and in perpetuity. You will execute and otherwise cooperate with the Company in the process and registration of all such rights if deemed necessary by the Company.



A handwritten signature in blue ink, appearing to read 'M. S. R.' followed by a stylized surname.

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U74320MH2013PTC269887

Corporate Office: H1204 2nd Floor, 17th Cross Rd Sector 4, 7th Main Layout, Bangalore, Karnataka 560087

Website: www.workindia.in | Email ID: darshana.gosavi@workindia.in | Mobile: 8377862951

If terms and conditions enumerated in this letter are acceptable to you, please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Your employment shall be governed by the employment agreement that will be presented to you, in addition to these terms.

We feel you will make a substantial impact upon the future direction and success of our Company. We are certain that you will find a career with the Company to be both challenging and rewarding.

We look forward to your joining us. Should you have any questions, please feel free to contact us.

Congratulations on your appointment. Welcome to the WorkIndia.



Wing



ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U72120MH2015PLC164887

Corporate Office: 1003A, 10th Floor, Utkarsh Business Park, Plot No. F-10, Sector 10, Noida, UP - 201301

Website: www.workindia.in | Email: darshana.nagpal@workindia.in | Tel: +91 9810629401

Annexure A:

Components Structure	Annual Income
A. Fixed CTC	1,176,600
B. Variable	100,000
C. Employer's Contribution to PF	23,400
Total Cost-to-company (CTC) as per Offer (A+B+C)	1,300,000

ESOPs - 20 Lakhs (ESOP Vesting will be 10% with a 1-year cliff - Meaning you must stay 1 year for 10% to vest, and then 2.5% will vest per month after that).

Salary Break-Up	Yearly	Monthly
Annual salary breakdown:		
Basic salary	588,300	49025
House Rent Allowance (HRA)	294,150	24513
Newspaper/Journal Allowance	24,000	2000
Mobile Phone and Internet Bill Reimbursement	36,000	3000
Car Maintenance (Fuel & Driver Salary)	72,000	6000
LTA (Leave Travel Allowance)	58,830	4903
Learning & Development	48,000	4000
Special allowances	55,320	4610
Total Gross (Fixed)	1,176,600	98,050

Deductions

Employee's Contribution to PF	21,600	1800
PT	2400	200
*Estimated Take Home	1,152,600	96,050

*TDS applicable as per Income Tax and other applicable law.

With best wishes,
For Eloquent Info Solutions Pvt Ltd
Mr. Arsiwala

Co-Founder



2022-23

Deutsche Bank Group
Deutsche India



Vedant Jolly
Flat No. 402, Plot No. 125
Sector 1, Charkop, Kandivali(W)
Mumbai - 400067, India

Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th & 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71290000

June 01, 2023

Employment Agreement

Dear Vedant,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with Deutsche India Pvt. Ltd (the "Company"). Deutsche India Pvt. Ltd is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule I of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be **Analyst**.

Your functional title will be **Graduate Analyst**.

Your local grade as per the internal grading system will be **Grade 6**.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

Your employment will initially be based at Pune, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.

Deutsche India Pvt. Ltd. (Formerly known as DBDO Global Services Pvt. Ltd.) is located at Plot No. P-4, P-5, Level 4, Sector 1, Knowledge Park, Off Western Express Highway, Borgerwadi, Mumbai 400083, India. CIN: U72900MH12026PTC038276





Vedant Jolly

Envelop ID: DA3C0E1B-31CF-4579-B440-F8E3C2504B9C
Version 1**4. Hours of Work**

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule II.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



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Vedant Jolly

e) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voter's id; or
- Naturalized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders.

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd

Authorized Signatory
Human Resources

V.Jolly

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"

Schedule II: Remuneration & Allowance Details

Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.

17/07/2023

I confirm that I will report to work on _____, which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Name: Vedant Jolly

Signature:

Date:

02 June 2023 | 7:44 AM PDT



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Vedant Jolly



Envelop ID: 502
Vedant Jolly

(c) Con
W.C.

Schedule I: General Terms and Conditions of Service

1. Leaves

(a) **Annual Leave** - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) **Sick Leave** - Sick leave will be granted as per Company policy.

(c) **Parental Leave and related benefits** - The Company offers a gender neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- Parental Leave:** 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child.
- Adoption/ Surrogacy Leave:** 26 weeks of paid leave for the primary caregiver.
- Maternity Expenses:** Maternity related medical expenses are provided as per the Group Hospitalization policy.

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause 'Notice Period' in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, impairs your ability to perform your duties, or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion



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Vedant Jolly



(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- a) before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- b) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- c) you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- d) you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

I. Non-Solicitation

- A. you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away, from the Group any individual:-
 - a. who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - b. who is contracted to render services to the Company and/ or any member of the Group and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not any such person would commit a breach of contract by reason of his leaving service.



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Vedant Jolly

Document ID: B
Vedant Jolly

- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to solicit, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client;
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a Restricted Client that is not in direct or indirect competition with the Restricted Business.

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services; and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- II. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group.
- III. You acknowledge that the breach of any of the restrictions specified in paragraph 1 above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunctive relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group.
- IV. The benefit of each agreement and obligation set out above may be assigned to and enforced by all successors or assignees for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment.
- V. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to whom you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group.
- VI. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services.



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VII. Notification of Restrictions

- You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis; and if the offer is accepted, inform the Company of the identity of the person making the offer.
- VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group, or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.

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5. Confidentiality

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

- divulge or communicate to any person;
- use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients, or
- cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.



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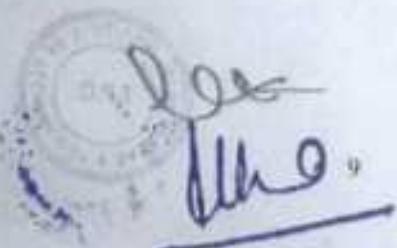
7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



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Verdant J.Schedule II**1. Remuneration and Allowance Details**

- Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- Retirals:**
 - Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined basis your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

- Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972.

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.



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If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, notional equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under, and subject to, any applicable DB compensation plans (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.

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If, on the date on which Discretionary Variable Compensation is usually communicated and/or paid, you are subject to an investigation that may result in disciplinary (or other) action being taken against you, consideration of whether you are eligible for, and payment of, any Discretionary Variable Compensation will be delayed until the conclusion of that investigation and, if relevant, any subsequent disciplinary (or other) procedure. Although, for the avoidance of doubt, you will not be eligible for consideration of a Discretionary Variable Compensation if, at the conclusion of the disciplinary (or other) procedure, you are given notice of termination of employment.

You should note that if you work in a number of locations, generally for the purposes of tax reporting and withholding, the settlement of any Discretionary Variable Compensation awarded to you will be apportioned between the locations you have worked in during the relevant period. Depending on individual circumstances, participants may become subject to multiple withholding taxes including double taxation. By accepting this offer, you agree to comply with any arrangements specified by the Company for the payment of any taxation (in any jurisdiction) by virtue of the settlement of any Discretionary Variable Compensation or portion thereof.

Any portion of Discretionary Variable Compensation awarded as a cash payment will usually be paid in March through the normal monthly payroll. Discretionary Variable Compensation in any other form, including an award under a DB compensation plan (restricted equity, national equity, restricted cash, or in such other form as the Company may decide), will be payable when such awards vest and will be delivered in accordance with the applicable DB compensation plan rules and Award Statement(s).

3. Cash Sign-On Award

You will receive a one-off cash award, a "Sign-On Award," in the amount of INR 300,000. Payment of your Sign-On Award will be made in INR in the next available payroll after the later of (i) the commencement of your employment with the Company, and (ii) the date on which all conditions of this offer (as detailed in this letter) are satisfied. Any payments in relation to your Sign-On Award will be made less any deductions for tax and social security contributions as the Company may be required to withhold.

The Sign-On Award is subject to all requirements of, and will be structured to comply with, the Institutsvergütungsverordnung (InstitutsVergV) and any regional regulation that is applicable (as may be amended from time to time) including (amongst other provisions) the regulatory requirements set out in the Section 7 of the InstitutsVergV (as may be amended from time to time).

You will be required to repay the gross amount of the Sign-On Award if:

- the payment is made before you satisfy all the conditions of this offer and within six months of such payment being made to you, you subsequently fail to satisfy all or any of them, or
- you give notice to terminate your employment with the Company or you are dismissed for misconduct or capability within twelve months of the date the payment is made.

By accepting this offer you consent to the deduction of the gross amount of the payment of any Sign-On Award made to you from your salary or any emoluments or awards arising from your employment if the Sign-On Award becomes repayable to the Company in the above circumstances. If these are insufficient to recover the whole of the gross amount of the Sign-On Award, you agree to repay any remaining amount to the Company within 30 days.



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4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, the employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (at gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a prorate basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations, if any. Basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereof immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents aforementioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended time lines, the organization will be entitled to terminate your employment with immediate effect.



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Vedant Jolly

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6. OTHER BENEFITS

(a) Group Mediclaim and Hospitalization Policy

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout, tie up with health care firms and the Insurer shall be decided by the organization.

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be the insurance company's discretion.

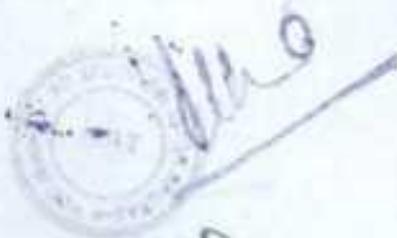
(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-In or Opt-Out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-In or Opt-Out of the transport services provided by the company, you may reach out to Transport Helpdesk to assist with the same.

Please refer the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/ or terms and conditions associated with the same.





ANNEXURE I

1. Documents to be submitted post receipt of Welcome email
 - (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
 - (b) Copy of Passport size photo with white background
 - (c) Copy of Aadhaar Card and PAN is mandatory
 - (d) Copy of Nationality Proof
2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.
3. Documents to be submitted on the Date of Joining
 - (a) DB Declaration Forms and Nomination Forms
 - (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
 - (c) 1 Passport size photo
4. Proof of documents – (Please send only copy of documents and not original).
 - (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
 - (b) Education Check - Highest academic education and professional certification courses viz. CA/IICWA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.
5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:
 - (a) For VP & below: Last 5 years of employment documents
 - (b) For Director & above: Last 10 years of employment documents





Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th, 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006

Tel +91 (20) 71296000

Reference Total Compensation Statement

Name **Vedant Jolly**
Location **Pune**

This statement is intended to inform you of your 2023 Reference Total Compensation, as defined herein. If you have any questions about this information, please contact your manager.

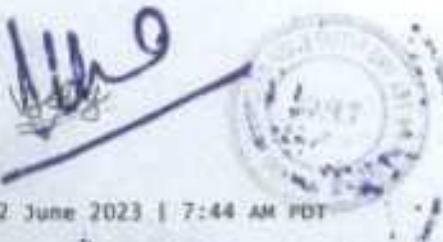
Your annualised Reference Total Compensation shall be **INR 1,562,500** (based on a full-time working week and on the basis that you have been in employment for the entirety of the relevant performance year (1 January - 31 December)). Your actual Total Compensation for the relevant performance year will be based on, among other things, your actual working arrangements for that performance year.

Reference Total Compensation describes the reference value of annual Fixed Pay and Variable Compensation for an employee who remains eligible for Variable Compensation at the time Variable Compensation is made for the relevant year when all performance expectations on Group, divisional and, individual levels, as applicable, are determined to have been satisfied by the Company in its sole discretion and subject to the Group's affordability.

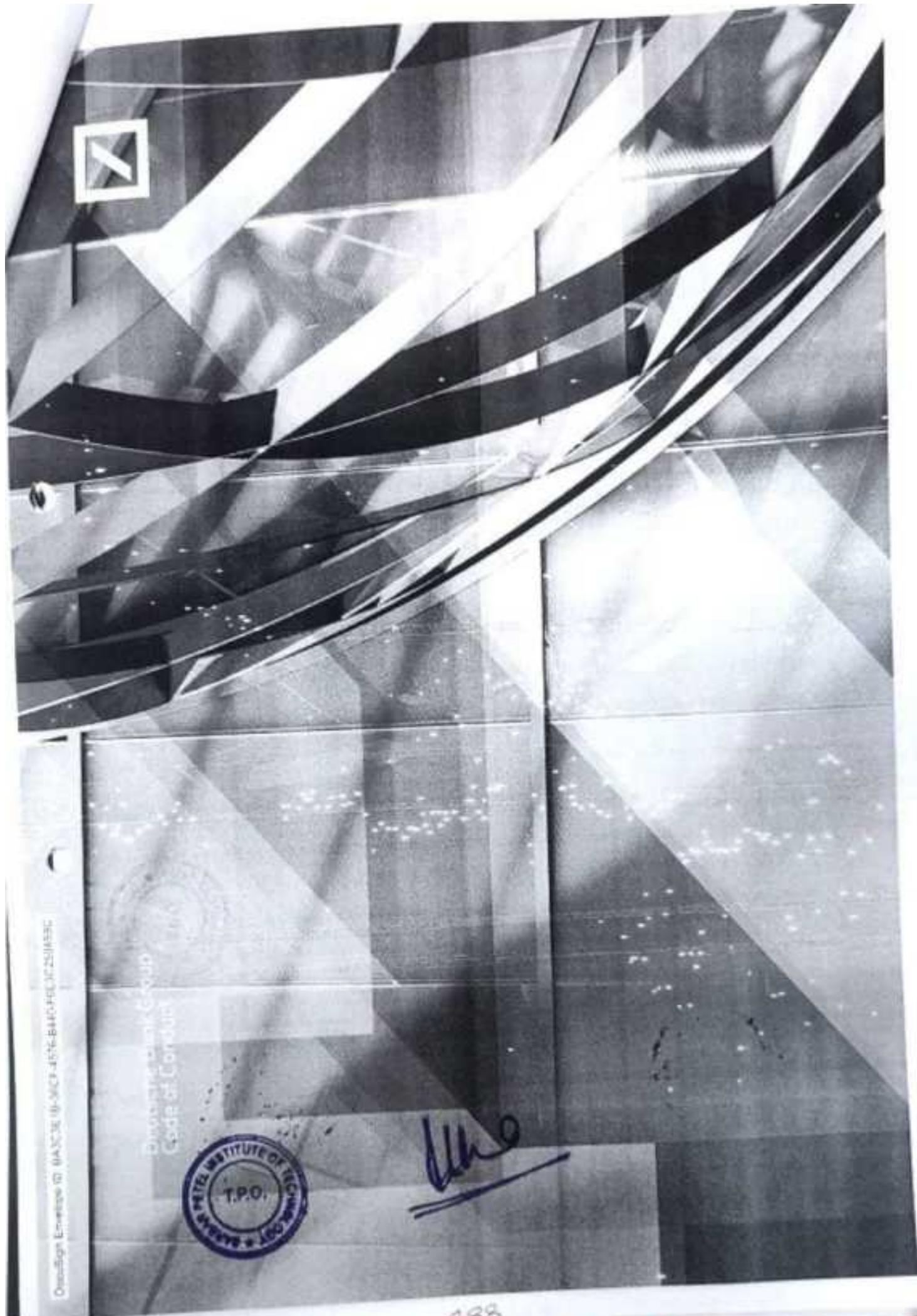
Reference Total Compensation is not, and should not be viewed as, any promise or guarantee to pay any particular level of Variable Compensation or Total Compensation. The actual Total Compensation may vary from (and be more or less than) Reference Total Compensation. Reference Total Compensation will be reviewed each year in the sole discretion of the Company.

For the avoidance of doubt, employees do not have a contractual entitlement to receive any Variable Compensation. Variable Compensation is determined at the absolute discretion of the Company (including, without limitation to, employee's conduct and performance) and subject to regulatory requirements (as may be amended from time to time). Employees must continue to be employed by the Company and not be under notice of termination of employment (for any reason and whether given by the Company or the individual) at the relevant date that Variable Compensation is awarded.

ALL COMPENSATION INFORMATION (INCLUDING THE INFORMATION IN THIS STATEMENT) IS STRICTLY CONFIDENTIAL.



02 June 2023 | 7:44 AM PDT



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Deutsche Bank Group
Code of Conduct

Be on the right side.



"We earn the trust of our clients, regulators, investors and each other by always acting with integrity and holding ourselves to high standards. Acting according to our Code of Conduct is vital for us to be a bank that achieves sustainable success."

Christian Seubring
Chief Executive Officer



A message from Christian Sewing, Chief Executive Officer



On behalf of the Management Board, I am pleased to present Deutsche Bank's Code of Conduct (the "Code"). The Code sets out our standards of behaviour and conduct to which we as a bank and all our employees are expected to adhere. As a global company and diverse institution, it is challenging to set out in the Code one all-encompassing standard for the different working environments of each one of us. Nor can the Code address every situation that may arise in the legal and regulatory frameworks in which Deutsche Bank operates. We have a very broad range of businesses, from Retail and Asset Management in Germany and to Investment Banking and Wealth Management in the United States and Australia.

Therefore, the Code is not meant as a set of rules for specific situations, but as a general guide. The Code's success depends on each of us using our judgement to determine what is, sometimes a complex regulatory requirement and seeking advice as appropriate. Critical matters should also be escalated promptly and appropriately.

As a bank, we have a responsibility to our clients, investors, communities and to each other. Fairness and maintaining the trust of these stakeholders is fundamental.

Our Code of Conduct should be at the heart of everything we do. It is designed to ensure that we conduct ourselves ethically, with integrity and in accordance with Deutsche Bank's policies and procedures as well as the laws and regulations that apply to us worldwide. Underpinning all of this is a simple but basic principle that we should do what is right and proper - it is not enough to just go by what is allowed.

The Code also articulates what our bank stands for and what we want our overall culture to be. We want to foster an environment that is open and diverse, where staff, customers and "speaking up" are valued, and our employees and the bank's success is built on respect, collaboration and teamwork in serving our clients, shareholders and communities.

The Management Board and I expect our senior managers to be personally committed to upholding this Code at the centre of all we do. We are driving a culture of ethical conduct. Acting according to these standards is vital for us to be a bank that achieves sustainable success.

Thank you.

Christian Sewing

Christian Sewing



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Our purpose

We are here to enable sustainable economic growth and societal progress by generating positive impacts for our clients, our people, our investors and our communities.

We achieve this by having a **launched** an open book, with a global reach. We value our German roots and remain committed to our international presence.

We serve stakeholders best by offering solutions to our clients and participating in value creation by them. In doing so, we seek to ensure that our bank is competitive and sustainable while being underpinned by strong capital and liquidity. We are committed to a culture that appropriately aligns risks and rewards.

To deliver this, we aim to attract and develop talented individuals. We foster teamwork, partnerships and inclusion, trusting that each of us will deliver to the expected standards.



DZ Bank Group - one of Germany's

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Our values and beliefs



Our values
We aim to create an environment in which “break up” and challenge are just additional and respected but also may a consequence of our responsibilities, especially where actions or attitudes to others are inconsistent with this Code.

Integrity - We earn the trust of our people, other stakeholders, communities and each other by acting with honesty and integrity and having our culture to help us to maintain them, creating transparent relationships between our clients and with our regulators.

Sustainable business - Our focus is generating sustainable value by reducing risk and reducing our impact long-term. We do this by implementing appropriate standards, processes, policies and governance.

Client centricity - We place clients at the centre of our activities. To be successful, we must understand the needs changing needs of our clients. We aim to provide solutions to support our clients in their objectives. By prioritising our services, we deliver what we promise to our clients and have our clients happy.

Innovation - We continuously evaluate new ideas and better ways of doing things while fully taking account of potential risks associated to innovation by our business. We must be prepared to embrace innovation and supporting our clients and partners to develop and implement innovative forms of business, operational efficiency and technological tools.



Dowling Envelope Ltd

Discipline - We demand discipline from our staff within client accountability. We honour our clients' terms and meet deadlines, targets and obligations. We learn from our mistakes.

Partnership - We build fruitful relationships with our clients, environment, partners and shareholders. We share our ideas and ideas generation. We strengthen client relationships through mutual dialogue. We work together with our partners with mutual respect, trust and transparency. We work together with our clients, staff, clients, stakeholders, partners and the wider community.

Environment - We are committed to environmental protection and to the reduction of our environmental footprint. We are committed to environmental protection and to the reduction of our environmental footprint. We are committed to environmental protection and to the reduction of our environmental footprint. We are committed to environmental protection and to the reduction of our environmental footprint. We are committed to environmental protection and to the reduction of our environmental footprint.

Applicability of and adherence to the Code; Compliance with applicable law and regulation



This Code sets out Deutsche Bank's Principles, Values and Beliefs and minimum standards of conduct.

Our bank requires all employees and members of its Management Board to follow the letter and spirit of this Code, as well as applicable policies and procedures ("Policies"). All the latest versions of our bank's Policies and the Code Training materials can be accessed through Learning@DB. Our bank is also subject to the laws, rules and regulations of many jurisdictions in which we do business, either through our clients or based in that jurisdiction and therefore the laws of that country may also apply.

Our bank's tax affairs are managed in a way which aims to appropriately align the tax consequences of business operations with the economic, regulatory and commercial consequences of those business operations, with due regard being given to the potential perspective of the relevant tax authorities. Our bank operates a control framework and governance to ensure that in all material aspects we are compliant with applicable tax laws. We file accurate tax returns and we pay the amount of tax due. For further information, reference the Tax Strategy and the Tax Implications (Deutsche Bank Group).

Each of us is expected to be familiar with and comply with the applicable laws, rules and regulations, and with the standards that apply to our activities. Noncompliance with this Code is required regardless of your working location. If you have any questions about the expected standards, laws, rules and regulations that apply to you, talk to your Supervisor, Legal Compliance, Anti-Financial Crime (AFC), Bloom Tax, Human Resources or other relevant function within our bank.

At the time you are hired, and periodically thereafter, you will be requested to acknowledge that you are aware of, understand and agree to comply with this Code and other policies. Regardless of such acknowledgement, this Code and other policies will be deemed to apply to you and you are expected to reflect in the principles in your daily work. Failure to comply with this Code, the Policies and applicable laws and regulations will be viewed as a serious violation of your terms of employment and may result in disciplinary action, up to and including termination of employment.



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Valuing our employees and building trust in the workplace



Diversity and inclusion, equal opportunity non-discrimination and building trust in the workplace

Mutual respect is the foundation to developing trust and to working in partnership. That is why we do not tolerate disrespectful behaviour, discrimination or harassment, including sexual harassment, or any threatening, hostile or abusive behaviour.

We work together without discrimination based upon an individual's race, colour, sex, national origin, ethnicity, age, religion, disability, marital status, pregnancy, sexual orientation, gender identity and expression, citizenship or any characteristic protected by law. We believe that diversity amongst employees with their varying perspectives, talents and contributions, enriches our interaction with clients, our website, and the communities in which we live and work. We support our employees' talents and strive to be an employer of choice.

We comply with all applicable laws providing equal opportunity and advancement opportunities for all individuals.

We strive to resolve employment-related complaints as quickly and as confidentially as possible and in a manner that is respectful to our employees.

We do not tolerate retaliation against anyone for making an employment related complaint or cooperating with an investigation concerning discrimination or harassment.



Deutsche Bank Group Corporate Center

Wu9

Doing the right thing – acting ethically

We want this kind of culture made by acting with integrity and holding ourselves to the highest ethical standards.

Acting with integrity
You must always act with integrity in your dealings with
clients, colleagues, shareholders by abiding by this
Code and applying its standards to everything that you do.
You should also comply with our client care and
misconduct, advertising and
complaints and estimates
guidelines.

Ethical decision-making
Acting ethically is not only the right thing to do, but also the right way to do business – it serves the interests of our clients and stakeholders and is critical to achieving success in the longer term. In making decisions and determining the appropriate course of action, you must be guided by what

If there appears to be a conflict between this Code and local laws, rules or regulations, the more restrictive provisions apply. When you are faced with questions that go beyond those addressed in this Code, you should follow both the spirit of the Code and related bank policies that cover the issue. Escalate concerns to your supervisor, legal, compliance, AFC or other relevant function, or contact a manager in the Risk Management department or in the

Techniques of Response Modifiability

You are accountable for your actions or omissions, and will be held responsible for any improper or illegal acts. Your contract may be reported to regulators, which could result in civil or criminal penalties, as well as legal action against you and your individual incorporation, if applicable.

Abuse of position

If you are a supervisor or manager, it is important to be influential, decisive and effective. You will be more likely to succeed if you are able to influence others effectively. This can be done by being assertive, being open to feedback, and being willing to take risks. It is also important to be a good listener, to communicate clearly, and to be a good role model. By demonstrating these qualities, you will be more successful in your career.

MATERIALS

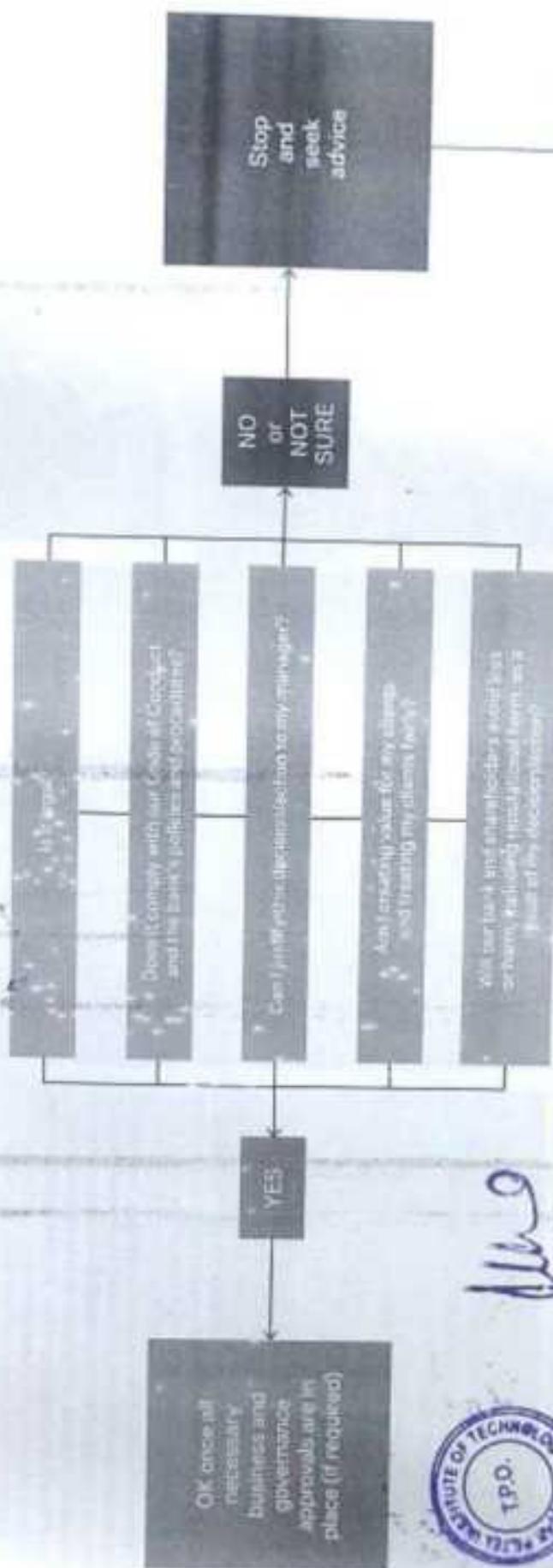


A close relationship between a mother and her child is important for the development of emotional dependency. All three mothers in our study had a positive relationship with their children, though one mother reported that she did not feel she had enough time for her son.



Decision-making tree

When faced with an ethical question or a challenging decision, you should ask yourself:



You should be able to answer "yes" to all questions. If you cannot tick "yes" to all questions, stop and seek advice from your supervisor, Compliance, AFC or Legal.

Responsibilities as a manager

If you are a manager, your employees will look to you for an example and to demonstrate the standards set out in the Code. You are responsible for creating an inclusive and diverse work environment that attracts and retains the best employees and partners your bank to flourish. This means acting and subsequently ensuring you send a message to your team to speak up and you need to be a good listener. As well as committed to supporting your employees in their work and development, your people-development skills should be a priority. Each of us, especially leaders and managers, must act with integrity and inspire trust.

As a manager, you are responsible for creating and maintaining an environment built on trust and safety, providing the foundation for giving and receiving regular feedback, that is balanced, open and actionable.

At the same time, you supervise the actions and conduct of your employees and are required to have an appropriate control environment for your business, designed to be responsive to applicable regulatory requirements. Part of that control environment includes encouraging individuals to ask questions and challenge, and setting the right tone in how we act.

Investment in skills and encouraging employees' professional and personal development are essential components to how a bank's people agenda. This is reflected in the talent and development agenda, which helps in developing and nurturing future leaders who are accountable, who champion the Code's standards and who live up to them in their behaviours.

You should recognise and reinforce leadership, good behaviour as well as acting swiftly to intervene in the case of inappropriate behaviours.

Note that you can be held responsible for the actions of someone of whom you supervise, particularly if you have not monitored the level of supervision expected by our laws under our regulations.



Risk awareness and acting as a risk manager

At Deutsche Bank, each one of us has a role to play in building a stronger, more resilient and sustainable bank. We aim to foster a culture of strong risk awareness and ownership, where all employees act as risk managers.

It is your responsibility to be aware of, understand and take a holistic view of the risks, which could result from your actions or decisions, and to manage those risks in line with the bank's risk appetite and risk management standards. For further information, reference the Risk Management Policy - Deutsche Bank Group.

Acting as a risk manager: What does it mean in practice?

- You need to be aware of what others in the bank do with respect to risk and how you can contribute effectively with your own risk management activities.
- You need to be able to assess and define risk.
- You need to be able to evaluate risk and decide if it is acceptable.
- You need to be able to communicate risk effectively.

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Speaking up and raising concerns (including whistleblowing)

You are encouraged to raise all concerns, and you are expected to raise concerns related to possible violations of laws, rules, regulations, bank policies and conflicts of interest. Sometimes, these concerns can also involve third parties, including our clients and/or vendors/partners. Regardless of business or other pressures, you are expected to raise concerns promptly.

Managers are required to foster an environment where employees feel free to speak up, which means to express their views, raise concerns and escalate any issues that could negatively affect our business, our clients or our people, confident that they will be heard, acknowledged and addressed appropriately.

In addition, no one, at any level, has the authority to ask you to do something that is in breach of this Code or our equality policies or that is unethical or illegal. If you have any questions or concerns about a potential course of action, you should promptly escalate your questions or concerns.

What's wrong? Stop and seek advice

If you believe there is cause to say something about financial, legal, health, environmental, reputational or ethical issues, or if you are experiencing harassment, discrimination or other forms of abuse, approach a colleague, if necessary, or speak directly to your supervisor or manager.

There are various internal channels you can use to report potential misconduct or potential unethical behavior, including to your supervisor/Head of Department and/or to Compliance A/C, and HR Business Advisor. You may also use the Ethics Hotline which is an online, telephone and email-based channel for raising concerns, and which can be used either anonymously or non-anonymously.

Important Bank Group Whistleblowing Policy

For further information, reference the Banking Committee Whistleblowing Policy or Deutscher Bank G.U.S.



Non-retaliation

We seek to create an environment where every employee feels safe to speak up and raise concerns, including making or articulating misconduct, unethical behaviour or irresponsible acts known or known without fear of retaliation.

We prohibit retaliation against any individual for reporting concerns. We also prohibit retaliation against those who raise or compensate in a substantiated allegation of such concern. Retaliation must be any adverse action taken against a person because they reported or cooperated in an unreported or suspicious investigation.

Individually or as a single, an employee is subject to disciplinary action up to and including termination of employment. Allegations can also be held responsible for the behaviour of individuals under their supervision, who engage in retaliatory actions.

Wg



Protecting and handling confidential information



Q&A

Q1 A colleague asks me to share customer information from my former employer. She explains that this will be a great opportunity for the bank to acquire new customers, build trust (and financial products), and for her to meet her quarterly targets. Is this the right thing to do?

Our clients expect that we maintain the confidentiality of their information, whether that information relates to financial, personal or business matters. Our bank also expects that you maintain the confidentiality of its own information. Confidential information can be written, oral or electronic and includes a wide variety of data, such as from sources such as IT applications, strategies and customer lists. When in doubt, assume all information you receive is confidential. Inside information is a subset of confidential information and discussed later in the code.

You may not share, make available or disclose such confidential information to anyone inside or outside our bank, except on a "need to know" basis (i.e., with other staff who are involved in the transaction or providing the services and such disclosure is required for the proper execution of our bank's responsibilities). Sharing it more broadly (e.g., with other employees, could be inconsistent with a client's expectations or in breach of legal requirements, including a confidentiality agreement with the client. While information may be shared, you must limit the extent of information to what is required to achieve the stated business purpose and make sure the recipient knows that the information is confidential and subject to restrictions related to its use or dissemination.

It is never appropriate to share confidential information with family and/or friends. Even if you believe that a family member or friend will not misuse the information, it is not your information to share.

Data held by sensitive business areas are assured by Information Barriers (e.g., data relating to business areas classified as confidential are held behind the information barrier and are not accessible by other areas).

Restrictions on disclosing confidential information are not intended to, and should not, prevent employees from reporting or escalating any concern or responding to questions or requests from relevant regulators, law enforcement agencies, or their formally appointed agents, courts of law or our bank's monitors. For further information, reference the Use of Information of Client Confidential and Deutsche Bank Proprietary Information Policy – Global.

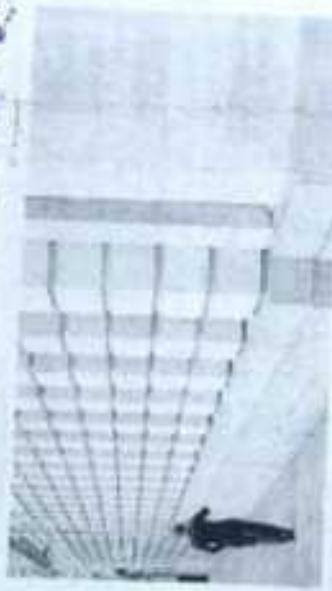
A2 I am a member of the clients of prior employer (including information from the clients of prior employer's clients) confidential information and should not be shared with our bank, or bank employees – to do so is unethical, unless it has already been made public through no action of yours or mine.

Q2 Marie in Finance is working with the DealerSide Bank project on the preparation of the bank's annual results. She has disclosed the latest news and forecasts to her manager, having promised Good, she notes that in effect, she has informed management of a current result rather than Jan which is. Has Marie acted illegally by sharing the bank's actual results in advance?

A2 She has not intentionally disclosed the information, so she would not be a criminal offence. Nonetheless, there is a problem. What has happened is the inadvertent leak of inside information. It is crucial that Marie immediately notifies the issue to Compliance, who will advise her how to proceed.



Conflicts of interest



Q&A

Q1. You are part of the CIO function and you are selecting a new software supplier for the bank. Your colleague works for one of the vendors. Is there a conflict?

A1. Yes, there is a potential conflict between you and the vendor because the fact that your colleague works for one of the vendors could be viewed as influencing your judgment. You should make sure that the bank is aware of the potential conflict, and you should not be involved in the selection of the vendor.

Many of the major problems that have occurred in the industry, including here at our bank, involved conflicts of interest. A conflict of interest arises where one or more persons or entities have competing interests and the serving of one interest may involve detriment to another. As a global financial services provider, our business inevitably gives rise to actual, potential and perceived conflicts. Examples of potential conflicts include: in Markets, acting as principal with a client or as an agent between a buying and selling client in Banking, acting on behalf of an issuer of securities while managing our risk in Asset Management and Wealth Management, being incentivised to create or sell products that may be to the detriment of our clients or the market.

When identifying conflicts, be sensitive to the fact that conflicts can arise in a variety of relationships, including:

- Between our clients
- Between a client and our bank or our employees
- Between a service provider and an employee or the bank, and
- Between and among different group entities or business divisions of our bank.

The objectivity and independence of the research output. Any such attempt, by a client, internal stakeholder or otherwise, must be conducted in accordance with the bank's policy.

Q2. You work at a local branch in Berlin. You just received a call from a customer that is a small-sized business looking for some short-term working capital. The logical choice for the client is a short-term loan, but your colleague has suggested that you should pitch a credit card option, which would attract much higher fees for the bank. Should you advise the customer to opt for a credit card?

A2. Yes, this situation highlights an actual conflict of interest between the bank and its client because according to the client's demands would compromise its financial position.

Q3. You work at a local branch in Berlin. You just received a call from a customer that is a small-sized business looking for some short-term working capital. The logical choice for the client is a short-term loan, but your colleague has suggested that you should pitch a credit card option, which would attract much higher fees for the bank. Should you advise the customer to opt for a credit card?

A3. No. The best option for the customer is the loan. The suggestion that you should earn higher fees by recommending a credit card at the expense of the customer's needs is not appropriate and would be a failure to manage the conflict arising between the interests of the client and the bank.

to the Business Selection and Conflicts Office, Compliance, Human Resources or Legal so that they can be addressed appropriately. You should not abuse your position at our bank by, among other things, exercising inappropriate influence on behalf of, or choosing inappropriate treatment towards, an individual with whom you have a close personal relationship or a family connection.

Conflicts can be managed and, in dealing with potential conflicts, you should act with integrity and use good judgement — in a manner consistent with this Code and our policies, and ask for guidance or necessary

For further information, reference the Code of Conduct
Policy – Ethics – How to...
T.P.O.



Financial crime prevention and detection

Design Element ID: BAUDE118_SCE-4376-B440-466E3C2B0459C



Anti-Financial crime

Our bank advocates the development of sound regulations and internal procedures to combat Financial crime, including tax evasion. These requirements are also intended to prevent our bank from committing or facilitating – intentionally or negligently – criminal offences.

You are personally accountable for adhering to all applicable statutory and regulatory responsibilities to prevent financial crime. To support you in meeting those obligations, our bank's Anti-Financial Crime (AFC) department is mandated by the Management Board to develop and implement policies, procedures and processes to minimise AFC risk within our bank, and enhance them on a continuous basis, at both global and local levels.

For further information, reference the [Financial Crime Risk Statement](#).



Anti-money laundering/anti-terrorism financing

Many laundering is the intentional movement of cash and/or assets derived from illegal and criminal activities into the legal, financial and/or business system. The attempt to disguise the true source or ownership of the funds, to disrupt the ultimate disposition of the funds and to eliminate audit trails in part of the laundering process. Underlying crimes are defined by local laws and could comprise, for example, money laundering, extortion, human trafficking, robbery, drug crime as well as fraud, corruption, organised crime, or terrorism.

Terrorism financing is defined as the providing, depositing, distributing or collecting of funds, by any means, intended to be used, or knowing that they are to be wholly or partially used, for committing terrorist acts. It is not relevant whether such funds are of legal or illegal origin.



Economic sanctions regulations & anti-boycott rules

National Authorities and supranational organisations (e.g. the United Nations and the European Union) impose restrictive measures against targeted countries, as well as countries, organisations, groups, entities and individuals who engage internationally accepted behaviour and harm, including those who have been identified as being involved in weapons proliferation as:

- terrorists or supporters of terrorist organisations;
- violators of human rights; or
- being involved in bribery and corruption.

Such measures are more commonly known as embargoes or sanctions. Our bank has identified Prohibited and Restricted Special Risk Countries in order to better safeguard against sanctions risks.

You are required to comply with applicable embargoes and sanctions as well as our Bank's requirements on Special Risk Countries. Non-compliance can result in your bank, as well as you personally, to civil, regulatory and criminal penalties, including substantial monetary fines and, in the case of individuals, prison. Non-compliance with embargoes and sanctions also poses a substantial reputational risk for our bank. It is also important to note that there are anti-boycott

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Deutsche Bank Group



Further information: [Reference to Anti-Money Laundering](#)

Financial crime prevention and detection (continued)

Economic sanctions regulations & anti-boycott rules (continued)

rules in place that protect against and counteract the effects of extra-territorial application of specific sanctions regulations imposed by other jurisdictions. If you have any concerns, consult with AFCU before proceeding.

For further information, reference the Sanctions Policy – Deutsche Bank Group.

Q&A

Q: A client calls to let him know they will be exporting Goods to a defence company based in Russia. The client wants to know if we will support the transactions related to the shipment. This escalates this information to Regional Sanctions – what will likely be the outcome?

A: We would need further information on the goods, transactions and end-user to understand what is proposed and determine whether the transaction may violate applicable sanctions.

Key learning point: Sanctions can be broad in scope, so you need to understand the impact of sanctions on your business activities.

If in doubt, you must escalate your concerns to your local AFC Team, Regional Sanctions & Embargo Team or the Global AFC Sanctions & Embargo Team.



Q&A

Q: Deutsche Bank operates globally and many require the support of agents. In different jurisdictions to act on its behalf and provide local expertise. Could Deutsche Bank be liable for any bribes paid by Business Development Consultants (BDCs) or external advisors used to help the bank win business?

A: Yes. Deutsche Bank could be liable for bribery paid by agents operating on behalf of the bank, like BDCs. How can you reduce the risk? Due care and skills must be exercised when selecting and dealing with BDCs and other agents. Our bank's policies must always be followed. For further information, reference the Anti-Bribery and Corruption Policy – Deutsche Bank Group.

Bribery and corruption

Our bank is committed to complying with all applicable anti-bribery and corruption laws and regulations. Our bank respects transparency and integrity in all of its business dealings to avoid any improper advantage or the appearance of unacceptable conduct by its employees and associated third parties.

Bribery and corruption risks can arise in a number of areas that we deal with every day. Examples include: gifts and entertainment, interacting with public officials, customers, one of their partners, distribution of goods and services, hiring practices, and acquisition. You are responsible for preventing, detecting, and reporting bribery and other forms of corruption in connection with our bank's businesses.

Bribery or corruption in any form is not tolerated by our bank. You and third parties associated with your business are prohibited from offering, promising, giving or authorising, any form of solicitation, agreement to reward, or accepting, anything that constitutes, or could be perceived as, constituting bribery or corruption.

For further information, reference the Anti-Bribery and Corruption Policy – Deutsche Bank Group.

W9



Deutsche Bank Group

Fair and free markets



You must not engage in activities, practices or conduct that are manipulative, illegal, anti-competitive, or unethical. This means that conflicts between our bank and/or its clients, that are contrary to industry standards or applicable regulations, or that are otherwise damaging to our bank's reputation.

Our bank has a policy in place to specifically address Market Conduct as well as standards for specific bank products. For further information, reference the Market Conduct Policy & Global.

Q&A

Q. You purchased 5,000 shares in XYZ Ltd. You then spread a rumour online that XYZ Ltd. is the subject of a takeover bid from Predator plc. The story spreads and makes its way into the media, causing the share price to rise significantly. You then make a profit by selling your shares. Shortly thereafter, Predator plc makes a formal statement LBO fails back to its previous level. How you do you anything wrong?

A. Yes. You have engaged in market manipulation that has distorted the price of XYZ Ltd. shares by spreading false rumours. This is illegal.

Market conduct, market manipulation and market abuse

Protecting the integrity of financial markets is critical to promoting fair and efficient markets and investor confidence. Inappropriate market conduct undermines fairness, efficiency and confidence in the markets.

Market manipulation/market abuse can have a significant negative impact on our clients, the financial markets and our bank as a whole.

As such, all business conducted by our employees must be driven by legitimate reasons and must be conducted in a manner that avoids or minimises market disruption.

Abuse of information and insider trading
In the course of your work at our bank, you may come into possession of inside information, also referred to as material, non-public, price sensitive information (PNI or MNPI). While the definition may vary from jurisdiction to jurisdiction, inside information can be described as information which has not been made public, relating directly or indirectly to one or more issuers or to one or more financial instruments, and which, if it were made public, would likely have a material effect on the prices of those financial instruments or on the price of related derivative financial instruments.

While you are in possession of confidential information, especially inside information, you are under a duty of confidentiality in respect of the information you receive and may only use or disclose such information with due authorization and do a need to know basis. Using such information for your personal gain or sharing with others who use it for their personal gain – so called "Tipping" – is illegal and prohibited by the City and our bank's policies.

For further information, reference the Information Policy & Deutsche Bank Code.

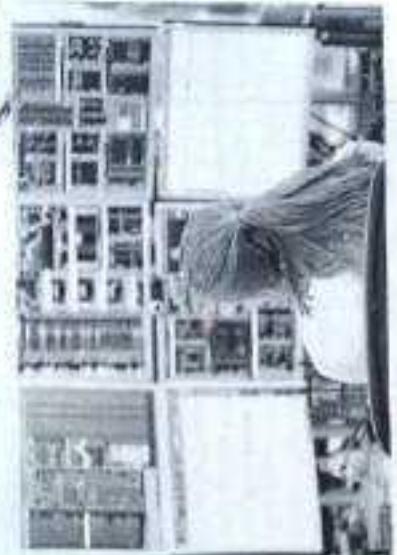
Q&A

Q. I have learned that Deutsche Bank is considering the acquisition of a small, publicly-traded company. As an employee of the bank, may I acquire the stock of this company in anticipation of the acquisition? May I share this information with my cousin so that she can acquire the shares?

A. No. Trading on and tipping others who trade on inside information is illegal and a violation of this Code.



Fair and free markets (continued)



Antitrust

Ensuring that enterprises act fairly and comply with applicable antitrust laws is a key priority of this bank. The competition authority is under clear statutory framework and objectives and public procedures. Understanding the basic concepts of the antitrust rules and the limitation that they can impose on your activities, and being able to identify activities or conduct where there could be risks is crucial for you and our bank.

Antitrust laws promote free competition by making certain anti-competitive practices illegal. The participants caught by antitrust laws encompass a wide range of market-dominating behaviour around the globe. This behaviour includes agreements and practice of the restrict competition, trading in concert with a competitor, agreements with competitors on pricing, agreements to exclude others from a transaction, facilitating the exchange of competitively sensitive information, and violations of merger control rules.

Q&A

- Q. As a Deutsche Bank Swap trader, you contribute streaming of live prices to three trading venues that are used by the administration of a daily benchmark. The benchmark is calculated off tradeable quotes from regulated, electronic, multilateral trading venues and represents the mid-price for \$1000s (traded leg) at particular times of the day.
- Early one morning a long-standing colleague, who now works for another bank, emails you with the following message:
- "Hi Matey,
- Need a favour from you. Can you rigudge your GBP/BID down a couple of bps on TradeX today? I know you don't do much volume on that venue anyway so you're unlikely to be hit and it would be a great help to me. I can return the favour sometime in the future to help you out."
- Is it acceptable to agree to the proposition?
- A. No. Any form of collusion among competitors in order to manipulate, or to attempt to manipulate or help facilitate some to manipulate, benchmarks, price fixes or reference rates capable of distorting the normal course of pricing is not acceptable.

Even if your attempt to influence normal market conditions is sufficient to shake this behaviour (illegal) and be in violation of antitrust laws.



Treating clients fairly, communicating with clients, and handling customer complaints



Q&A

- Q.** Theo works in a retail branch. He has been told that the incentive this year is a 0% pay rise if he meets the target for the year end. An existing retail client wants to be reassured about whether the small rewards he received – for helping him to open his new account recently – will be included in his annual review. Theo is a good employee.

Treating clients fairly
As a bank, we have defined our mission as client centric, and part of our success is through creating value to our clients by the solutions we provide and services we offer. Critical to our strategy is delivering what we承诺ed to our clients and treating them fairly and transparently.

In practical terms, it means that we may not turn under-informed or unwise or disadvantageous through manipulation, concealment, abuse of confidential information, sharing or using it inappropriately, misrepresentation of material facts or unfair advantage or privilege.

For staff members failing to fulfil their obligations, you should understand your customers' needs, expectations and interests in order to provide them with appropriate solutions that lead to the right outcomes for them based on their stated requirements, application and attitude to risk.

You must always act fairly, honestly and transparently and avoid prioritising customers with undue preferential treatment, including over other clients.

Communicating with clients

It is important when dealing with our clients that our communications – both oral and written, are fair, clear and accurate. Statements that can be viewed as misleading or that omit material information, including information important to making an investment decision – whatever the client is retail, professional or institutional – can violate applicable law. Fair, clear and accurate communication protects the bank and you.



B. Theo's colleague has approached him regarding his recent statement to a client. Theo has been told that the client is a high net-worth individual, who is a "superior client", for which he will receive a higher commission. He explains that they are similar to retail clients but have a high-commission client structure and states that they are not any riskier than bonds of a blue-chip corporation.

Was the rationale here in the product mix to live up to the risk appetite of the retail client, i.e., was it suitable?

Did the advisor the product suitability?

Was he in authority?

Was his judgment dictated by his personal interests? Should the bank have considered whether the incentive programme would influence bad outcomes for clients?

- A.**
- Then no, told the product was misrepresented, the importance of the risk profile in the product. He did not consider whether this was a suitable product for the client and sold a product for which he would receive a higher commission and, therefore, a better chance of meeting a target set by the bank.



Treating clients fairly, communicating with clients, and handling customer complaints (continued)

Customer complaints

A complainant means any complainant of dissatisfaction or grievance, regardless of whether it is filed on or not, from or on behalf of a customer or another party about our bank's provision of, or failure to provide, financial services (for example, the execution of any transaction, or the disposition of securities or funds). This may also include public relations matters regarding our bank's business practices that have the potential of damaging our bank's reputation, brand and market value. Complaints may be received from a complainant directly or through an authorised third party and can be submitted via various means, including letter, telephone, email, or in person. They may also involve a demand, express or implied, for a payment or adjustment.

You must promptly make all complaints to your supervisor. Actual or potential errors or complaints that could result in a client dispute must be referred to Legal and Compliance and any complaints, errors or irregularities relating to consumer protection breaches of regulatory or legal requirements on Legal and Compliance. All errors and complaints must be addressed as soon as practicable.

For further information, refer to the Minimum Requirements for Handling and Resolving all Complaints – Section 50.

Q:

Q. You have received a call from a client concerned that there are unusual transactions which they do not recognise on their account, and their statements are arriving much later than usual. Is this a complaint if you think the delay is due to system problems?

Do you have the complaint to your supervisor immediately or only if the client complains a point? Do you regard this as a complaint for Complaints Handling process used by your business?

A:

You refer the complaint to your supervisor immediately and aware that it is properly reflected in a complaint in your business' Complaints Handling procedure.

In most jurisdictions, there are requirements stipulating reporting to and reporting complaints. Further, complainants can be an indicator of a broader problem. The sooner the problem is reported, the sooner the body can take action.

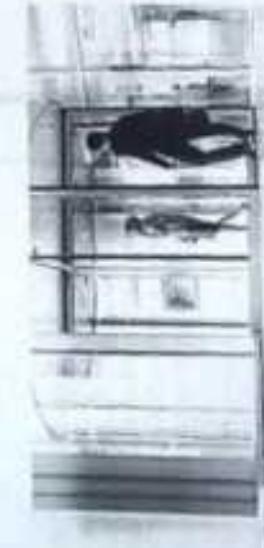
Protecting customer assets and accounts

The protection of customer assets and accounts is paramount. Each division is responsible for implementing policies necessary to ensure client monies and assets are kept safe, safe-keeping and the disbursements of customer assets are only made by the holders of accounts, and in the case of custody accounts, by their agents on the basis of a power of attorney, or by virtue of a court order or other official measure. Balances on customers' dormant accounts and custody accounts with no known address may not be booked to revenues by our bank.

For further information, refer to the M&D II Safeguarding Client Assets and Funds (S&A) Policy—Client and the Business Relationships with Intermediary Customers Contract (Unclaimed Assets) Policy.



Employee related activities



Preliminary views are listed on various thresholds set out in the policy referenced in the next paragraph.
For further information, refer to the A&E Policy Note
Circular 1/2019 – [Corporate Governance](#)

Avoiding and disclosing personal conflicts of interests

Employees must disclose any potential conflict of interest. For example, if you have a close personal relationship with a vendor or a client, or you have a close personal relationship with your subordinate employees, then this will need to be disclosed. There are also other areas where our bank is required by law or due to the appearance of a conflict of interest to impose limitations and/or requirements on employees. These include:

- Business expenditure
- Personal account dealing (employee trading)
- Outside business interests
- Political contributions

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Business expenditure

Our bank does not permit the offering or accepting of business expenditure such as gifts, entertainment or business events and roadshows attendance, unless they are reasonable, proportionate and for a legitimate business purpose.

You must not create a situation that would involve a conflict of interest, divided loyalty or the appearance of an improper attempt to influence business decisions.

It is important to keep in mind that a gift is anything of value that is offered to or accepted from a counterpart (i.e. any person our bank does business with in the course of business). Gifts can be of monetary or non-monetary nature, including benefits or advantages such as tickets, jerseys, artwork, fruit baskets, and charitable donations.

Entertainment means all forms of corporate hospitality offered to or accepted from counterparts, including social events, sporting, cultural or recreational activities, ticketed events, drinks, dinners, etc.

To avoid the risk of an appearance of impropriety, you must obtain relevant pre-approvals before giving or receiving any form of gift or entertainment via Concourse Direct, Concur Request or other applicable system.



Employee related activities (continuity)

Personal account dealing (employee trading)

Our bank sets out a Personal Account Dealing Policy to meet legal and regulatory requirements, to avoid even the appearance of insider trading and to other potential conflict.

It is your responsibility not to trade based on erroneous take advantage of inside information and not to use your personal interests over those of our bank or its clients when engaging in trading for your personal or related party accounts.

You should be familiar with the Personal Account Dealing Policy, which is designed so that personal investment activities are conducted appropriately.

Where required, you should notify Compliance of your personal trading accounts including those held at our bank or with a designated broker.

Where pre-clearance or approval are required, you must obtain pre-clearance/approval via the E-Trade system. To make a request, Application, i.e., the ETRA system, prior to engaging in personal account trading, personal trading accounts where you have fully disclosed the investment risk/agreement agreement and where you cannot exercise any influence or discretion are required to be disclosed.

There are minimum holding periods for investments which vary by location and duration which are set out within the policy. For further information, refer to the Investment Account Dealing Policy or Disclosure Statement.



It is your responsibility not to trade based on erroneous take advantage of inside information and not to use your personal interests over those of our bank or its clients when engaging in trading for your personal or related party accounts.

You should be familiar with the Personal Account Dealing Policy, which is designed so that personal investment activities are conducted appropriately.

Remember:

You must prioritise the interests of our bank and its clients ahead of your own personal trading interest.

As such, you are prohibited from:

- Entering into transactions involving a conflict of interest between an employee and our bank or its clients;
- Using your access to proprietary information or client information in any way to advantage your or anyone else's personal investing; and
- Entering into transactions that breach potential reputational or regulatory risk to our bank.



Employee related activities (continued)



Outside business interests

You are expected to devote your best efforts and abilities to our bank. Outside Business Interests are certain interests or activities undertaken by employees outside their role at or with our bank, whether or not compensated, that may create a potential conflict of interest. These are generally positions in external organisations such as directorships or partnerships, as well as other employment or appointments to public offices. Minimum standards have been set to avoid or manage conflicts with any Outside Business Interest and the duties of the employee, to protect our bank and its staff against reputational risk, avoid interference with your responsibilities to our bank, and to assist Compliance in the identification and prevention or mitigation of conflicts. You are required to disclose and obtain approval prior to engaging or agreeing to engage in an Outside Business Interest via GECCO.

For further information, reference the Outside Business Interests Policy - Deutsche Bank Group.

Criminal investigations

If you become the subject of any criminal investigation, you must inform without delay your local HR Manager who will inform Group HR, Legal, Compliance and AIC.

In certain jurisdictions, there are limitations, restrictions and reporting requirements on the exercise of political activities in the US. Such regulations apply to all US citizens and US Department residents regardless of work location. Please contact Local Compliance for advice prior to engaging in any political activities.

So that conflicts of interest are avoided, colleagues are expected to exercise discretion and not become involved in matters of political controversy that may compromise the interests of our bank and/or their role.

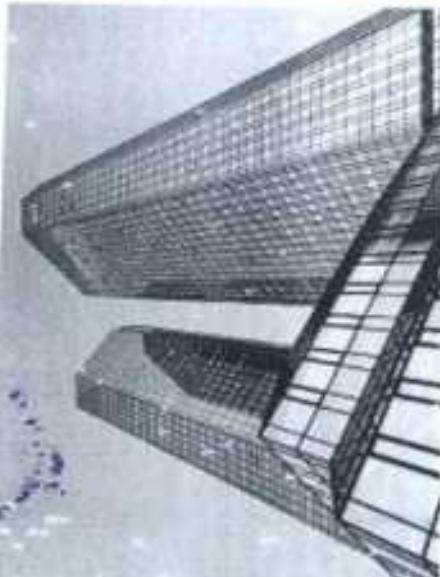
Any material political activity must be approved in advance by your supervisor and Compliance.



Political contributions

Our bank is a politically neutral organisation and does not engage in party political campaigning or make party political donations. Our bank conducts dialogue with Government officials relevant to our business and any communication undertaken is honest and accurate.

Our bank expects its employees to be active in the political process. If you are involved in political activity in a personal capacity you have a responsibility to make sure that this is kept entirely separate from your duties as an employee and that our bank's funds or resources (including time) are not used for political purposes. It is not permitted for any employee to coerce or pressure other employees to make political contributions.



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Communications, the media, social media and interactions with our regulators

Q&A

- Q** You have received a phone call from a journalist who is asking the whereabouts of a client. You met with the client in the morning and she told you she was flying today to Eastern Europe for business. The journalist says that your client is in the middle of striking a very important business deal and promises that he will write a positive piece about Deutsche Bank. If you help him out with the information he needs, you are not an authorized spokesperson for the bank. Is it appropriate to reveal your client's whereabouts?

- A.** No. You must decline to speak to him and refer him to your local Press Office. Client information must be treated in confidence. It would be a major breach of trust to pass this information to anyone outside the bank.

You are not permitted to speak to the external media unless you have been appointed and received formal training as an authorised Deutsche Bank spokesperson and media contacts should always be referred to or logged with your local Press Office.

You must not make any statements in the name of our bank, or release any information or documents to the media either directly or through a third party, unless expressly authorised to do so by the appropriate Communications team.

For further information, reference the Media Policy – Credit & the Banks Contact.



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Responding to media inquiries

Unless authorised to speak to the media, you must refer all media enquiries concerning business activities, clients, employees, officers or members of the Management Board or Supervisory Board of our bank to the appropriate Communications team.

If you plan to have or you had contact with a media representative you have to inform Corporate Communications in a timely manner.

You must not make any statements in the name of our bank, or release any information or documents to the media either directly or through a third party, unless expressly authorised to do so by the appropriate Communications team.

For further information, reference the Media Policy – Credit & the Banks Contact.

Electronic and voice communications

The use of electronic communication facilities and the recording of voice communications can be subject to the

laws and regulations of multiple jurisdictions. Principles have therefore been established to safeguard information due to set minimum requirements for appropriate actions, monitoring and usage.

Q Only Deutsche Bank approved communication devices and applications may be used for the conduct of any bank business whether by email, chat or other electronic messaging. If you are required to use recorded lines, you must comply with the *Client Recording Policy* to ensure that your conversations are recorded. Participating in multi-party/multi-entity chat rooms and other public chat rooms in connection with any bank business or with our bank's equipment is generally prohibited (certain exceptions apply with relevant pre-approvals).

Our bank is required to retain records relating to electronic and voice communications generated by employees and undertakes surveillance of them. Additionally, electronic and voice communications may be subject to disclosure or other requirements in litigation, regulatory and law enforcement inquiries, internal investigations and/or other proceedings, and/or subject to monitoring or surveillance. Employees are expected to allow the Bank to meet legal retention requirements, and, where legally permitted, will be asked to provide DB electronic communications that appear to be related to a DB activity that occurred on a non-DB approved electronic communication system.

Our bank reserves the right to monitor, review, access, record and disclose information and data, which is created, sent, received, downloaded or stored on our bank's electronic or telephonic systems or on the bank's premises, subject to local data privacy restrictions.

For further information, reference the *Electronic Communication Systems Policy – Deutsche Bank Group – Telephone, Email and other End User Devices Policy*.



Communications, the media, social media and interactions with our regulators (continued)



Social media

Recent years have shown a growth of social media services, which has fundamentally changed inter-geographical communications, built online communities, and increased virtual interactions. Our reputation is dependent upon appropriate and professional media and public relations. In order to protect our reputation and brand, only authorised employees may set up and operate a social media channel in the name of our bank. This restriction does not apply to discussion of personal matters outside of work and on non-bank equipment.

You should always use good judgment in your use of social media and other online activities, even in connection with personal matters. Postings on internet and/or social media sites referencing our bank, your responsibilities, our clients or your bank colleagues may have an impact not only on you but our bank as well, and may constitute a breach of privacy laws, misuse of confidential information or other policies. Your social media activities are also governed by the laws applicable in the country where you work, as well as employees' policies and guidelines of your respective division or the region in which you work also apply.

For questions about the use of social media, please contact Digital Communications.



Interactions with supervisory authorities

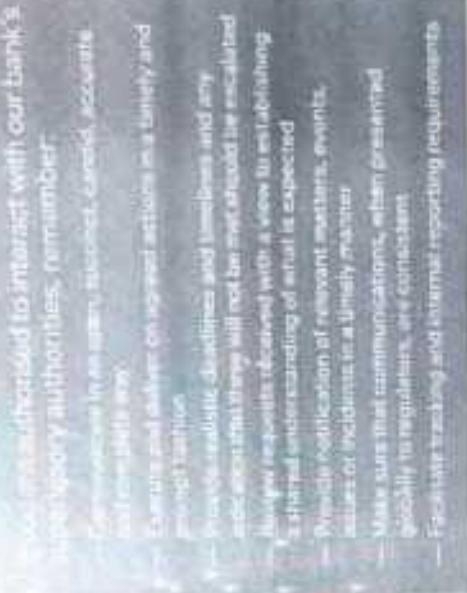
Our bank is committed to act in an open and transparent way with all its Supervisory Authorities and to promote trust-based cooperation. Failure to do so could result in regulatory sanctions, reputational damage and/or significant financial penalties.

Relationships with the supervisory departments of our bank's Supervisory Authorities are managed by Regulation, Compliance, Country Management or other teams responsible for regulatory relationships and subject matter experts (representing the business divisions and infrastructure functions). Each Supervisory Authority generally has a bank Principal Point of Contact.

Any communications that are received by anyone other than the Principal Point of Contact should be escalated to Compliance or the relevant team responsible for regulatory relationships, who will re-route the communication to the relevant Principal Point of Contact. Communication to the Supervisory Authorities by any department or individual, other than the Principal Point of Contact should first be escalated and passed through the Principal Point of Contact. You must adhere to certain minimum standards in any interaction with our bank's Supervisory Authorities.

For further information, reference the [Supervisory Authorities & Legal & Risk Policy - Deutsche Bank Group](#).

Deutsche Bank Group - Legal & Control



In addition, we are required to maintain the confidentiality of any examination or supervisory information received from Supervisory Authorities ("Confidential Supervisory Information"). The definition of Confidential Supervisory Information is broad and includes any information that is prepared by, on behalf of, or for the use of a Supervisory Authority, including information "related to" an examination, inspection or visitation of an institution. The various Supervisory Authorities have similar, but not identical, requirements regarding the disclosure of Confidential Supervisory Information. However, as a general principle, Confidential Supervisory Information may not be disclosed to a third party, including an agent of our bank, without the express written consent of the relevant Supervisory Authority.

You should contact the relevant team responsible for regulatory relationships before sharing any regulatory information.



Sustainability and respecting human rights



We maintain sound governance in line with laws and internal guidelines. We established sustainability frameworks, such as the United Nations Global Compact and the United Nations Sustainability Development Goals, provide guidance for our thinking and actions.

We ensure that our internal and external commitments are safeguarded by robust processes and controls. In this context we make the respect of human rights including the prevention of child labour, modern slavery and human trafficking a priority. The same accounts for combating climate change. We strive to be the employer-of-choice for present and future employees and to invest in society and create a positive impact by supporting well-being initiatives; by our staff we serve our communities and encourage and support our employees in these efforts.

In alignment with one of our core values "sustainable performance" and based on our sustainability principles, we are committed to considering the long-term effects of our activities and to generating sustainable value for our clients, employees, investors and society at large. This means that we consider and assess the direct and indirect economic, social and environmental aspects and impacts of our business decisions.

We strive to mitigate the positive impact of our business decisions and to support a sustainable future for society and the environment. We monitor and mitigate the possible negative impacts and we apply restorative due diligence processes to balance and to solve emerging conflicts of interest and ethical situations.

You must act in the spirit of our sustainability principles listed below and scrutinise any activity against them:

- Do you have a solid understanding of success with environmental and social sustainability?
- Do you have a clear understanding of the environmental and social impact of your business activities?
- Do you have a solid understanding of sustainable growth?
- Do you understand internationally recognised principles and standards?

We believe that our sustainability strategy is firmly grounded in robust governance, policies and processes:

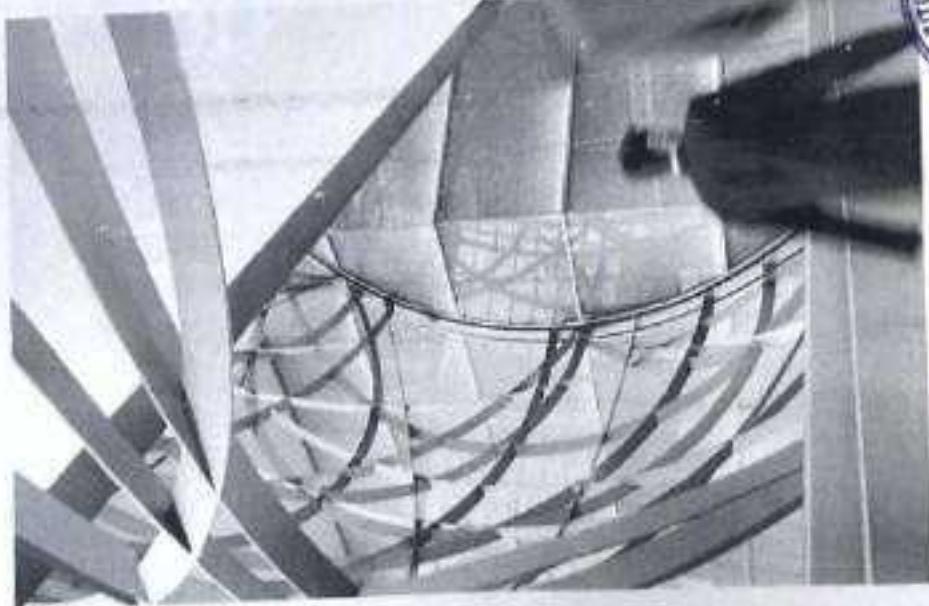
- Do you encourage transparent communication and open dialogue with stakeholders?

You should ask yourself:

- Does a proposed business transaction or initiative prevent any risk to the environment or society?
- Are there appropriate controls in place to manage the risks associated with the proposed transaction?
- Are you focusing only on near-term results without looking at potential long-term risks?
- Are you confident that your actions could stand up to public scrutiny?
- Are you using your skills to build social capital and to benefit society?



Safeguarding our bank's interests



Information security

Each division is responsible for implementing policies necessary to observe banking secrecy laws and to maintain an appropriate level of information security. For further information, refer to the Information Security Policy – Deutsche Bank Group.

You must also take steps to ensure you follow these policies to protect information against loss, non-authorised changes and manipulation.

Protecting Deutsche Bank's assets

Our bank's assets include:

- Physical assets, such as office furnishings, equipment and supplies;
- Technology assets, such as hardware, software and information systems;
- Financial assets, such as cash, securities and credit cards;
- Our bank's name, its brand and its customer relationships;
- Information assets, such as intellectual property, including about products, services, systems and other data.

Our bank's assets should be used only for the conduct of our bank's business, except where otherwise provided by the Code or other bank policies. All physical and technology assets provided by our bank, whether used inside or outside the workplace are our bank's property and provided for your business use. Never sell, lend or give away or any such assets, regardless of their condition or value unless you are authorised to do so. In general, you should not use our bank's assets for other personal activities, through reasonable professional use is permitted. However, it should not interfere with your business obligations. Any work product created in the course of your work while at our bank is an asset of our bank. Assets, including information, presentations, spreadsheets, models, applications, etc., that you create are our bank's property.

Data protection

The collection, use, retrieval and transfer of client information must comply with data protection laws, our policies and any contractual obligations. Client confidentiality – as discussed previously – is critical and you should seek to protect it at all times. You are prohibited from collecting, processing or using personal data unless authorised to do so. Personal data may only be obtained for lawful purposes and should be processed fairly and lawfully. Data should only be maintained for as long as necessary and should be relevant to the purpose for which it is collected. All data must be secured to prevent unauthorised access, alteration, transmission, publication, loss or damage. You must ensure that the competent Data Protection/Privacy Officer is informed of all new plans to process personal data in order to comply with regulatory requirements and avoid reputational risk. Errors, irregularities and breaches should be escalated promptly to your supervisor.

For further information, reference the Data Protection & Privacy Policy – Deutsche Bank Group.



Safeguarding our bank's interests (continued)

Authority to act

Your authority to act on behalf of our bank is limited by various laws, rules, regulations, corporate charters, by-laws and board resolutions as well as our bank's policies. You need to be aware of these, how they affect your role, and of the responsibilities attached to it. You should never sign any documents or otherwise represent our bank, or authorise any action on our bank's behalf, unless you have specific authority and have the required knowledge to do so. You should know the limits of your authority and act within those limits.

Records

Maintaining accurate books and records is fundamental to meeting our legal, regulatory and business requirements. You are responsible for maintaining accurate and complete records and for complying with all the controls and policies our bank has in place.

You should never falsify any book, record or account that relates to the business of our bank, its customers, employees (including your own activities) with our bank or suppliers.

You must never disclose or retain information that may be relevant to pending or threatened litigation or an inquiry/proceeding unless you are authorised to do so by the Legal Department. You must also comply with applicable record retention policies.

For further information, reference the [Protecting My Business](#) section - [Confidentiality](#).

Key resources and contacts

Anti-Fraud Unit	Business Environment and Customer Office
Communication & Customer Service Department	Compliance
Office of	Human Resources
Legal and Risk Committee	IT
Integrated Change and Management Directorate	Risk Assessment and Monitoring Unit



Deutsche Bank Group - Centre of Control



Falling
short.

Getting
it right.

Be on the right side.

#PositiveImpact

like

Document Title	Code of Conduct - Deutsche Bank Group
Document Language	English
English Title	Code of Conduct - Deutsche Bank Group
Category	Group Policies
Policy Producing Function	Compliance
Document Author	oliver.geffroy@db.com
Document Approver	pascal.tagne@db.com
Portfolio Owner	michelle.berman@db.com
Document Contact	Your Local Compliance Officer
Functional Applicability	All Units
Geographical Applicability	Global
Original Issue Date	01 July 2001
Last Review Date	10 October 2022
Next Review Date	16 August 2023
Version	11.1
Document ID	{50199C5A-0000-C14B-9BEB-6A9062FH564F}

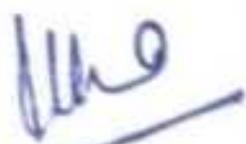


A handwritten signature in black ink, appearing to read "Vishal", is written over a blue horizontal line that extends from the right side of the stamp.

Five things to know if you're transferring from an external to an internal Deutsche Bank employee

1. Your Human Resources ID should not change. Everybody at Deutsche Bank has a life-long-ID. Your HR recruiter and Deutsche Bank sponsor/manager should know this when they start the process on Workday. For more information please refer to this [Workday training](#).
2. You will keep all of your DeuBa/DBE/DBG account data, mails, tools, and applications if your change between external and internal employment is immediate (i.e. less than 30 days) and your email address stays the same. Please note: if for some reason or another your email address does need to be changed, data can be retrieved with a "data transfer request" via your line manager and [dbsupport+](#).
3. Should you plan to take a longer break, your Deutsche Bank sponsor/new manager can amend the date via the dbAccessGate portal with an approval of the [Chief BISO](#) of your department. For more information please refer to this [Workday training](#). In case of issues: Please open a ticket in [dbsupport+](#) and ask for help from the "IAM_dbAccessGate_Ops"-team. For more help from DBAccessGate please visit their [myDB](#) page.
4. Please note that under your employment contract it is not permissible for you to upload any non-public Deutsche Bank data to any personal or non-Deutsche-Bank-compliant sites or databases. Non-compliance with this is a serious breach and may lead to consequences up to the termination of your contract as well as a claim of compensation by Deutsche Bank.
5. Should you need to share information prior to leaving Deutsche Bank as an external, please follow the standard hand over process of saving business sensitive data or messages. Forward any important emails to your Deutsche Bank sponsor/manager, save important messages or documents to your team-SharePoint or to the department file share/network-drive. Please contact [dbsupport+](#) should you be in doubt.




Confidential

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



J.P.Morgan

10-Mar-2023

Abhishek Chopra
902, Rajhans Otium, Opp. Asha Purkh Hospital
SV Road Santacruz West
-400054
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Abhishek Chopra,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 01-Jun-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfil your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix, or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work;
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave



B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year. For the current year, you will be entitled to annual leaves to the extent you have not utilized such leaves while in service with your immediate previous JP Morgan legal entity.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. For the current year, you will be entitled to sick leaves to the extent you have not utilized such leaves while in service with your immediate previous legal entity.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the



Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8

a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.

b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.

c) "Restricted Client" means any persons:

i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and

ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;

iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.



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d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you;
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company;
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living;
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law;
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay;
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor;
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful



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consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the [medipmc](#) website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.



- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisor, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal actions, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:



1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts.
2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term **Covered Accounts** refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code



of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure -1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be



entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195(2)(a) of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss



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or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan - Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventories, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company") ("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose").
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and



- insurance benefits;
- 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salarries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company, and/or
 - 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;



- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the



authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91 22 6157 3060 Facsimile: +91 22 6125 0000



A handwritten signature in blue ink, appearing to read 'Uma', is placed over a blue arrow pointing towards the right.



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Barclays Global Service Centre Private Limited
Registered Office: 301-312, Floor 01, 02,
Building C2,
Geva Commercial SEZ,
Survey No. 55,
Khatav,
Pune - 411014
CIN - U72200MH2009T1025497
Tel: +91 20 67110007, Fax: +91 20 67110008
www.barclays.com

27 April 2023

Aditya Laxmikant Kavat
B-1504 vedant Complex,
Korma road, near Singhania School, Vartak Nagar, Thane west,
Thane
400606

Dear Aditya Laxmikant,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

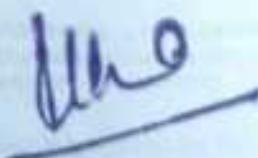
We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll





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Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Aditya Laxmikanth Kasarla
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
	You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi, Pune - 411014.
	However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



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Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs. 100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date, or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and/or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date, or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete a professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or



examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.



Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyers, law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employees following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employees following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforementioned clause conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be instructed with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination;
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accepted and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srivastava

Sarada Srivastava
Head - HR Operations and Payroll
27 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Taleo Number: 00262940
Contract Type: India Grid Offer Letter



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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



A handwritten signature in blue ink, appearing to read "John".



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Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the checks reported are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



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- 2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However, you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



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5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, dues, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary Incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other



amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable law.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award of all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ('MRT') roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:
- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and/or
 - (b) Barclays or the relevant business unit has suffered a material failure of risk management,
- then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes 'misbehaviour', 'material error', 'material failure of risk management', 'significant losses' and 'appropriate standards of fitness and propriety' shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment)) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the relevant third party providers (where relevant). Your



participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision for encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable



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the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is, or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;



(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (verbally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer(s) in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer(s).

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said training/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety/underwriter for your obligations under the terms of the Training Agreement.



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Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your Intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit from the Company or the Barclays Group.



(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour).

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile;
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off an amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents, that you have in your possession or under your control;
- (b) immediately delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the 'Payment in Lieu'). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Gardien leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

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(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms:

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are



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no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discernment policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



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- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



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APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

(a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;

(b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;

(c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or

(d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business and significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Adya Laxmikant Kanai
Offer electronically accepted on: Apr 27, 2023, 10:00 PM (GMT+05:30)



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2022-23



Barclays Global Service Center Private Limited
Registered Office: 10th to 12th Floor (Plz)
Building G7,
Gita Commercial SEZ
Survey No. 40,
Bhanda
Pune - 411094
CIN - U72200MH3007PTC312479
Tel: +91 20 67160007, Fax: +91 20 67160009
www.bnplive.com

27 April 2023

Mayur Ganesh Tendulkar
House no.190, Wardha road,
near Kanzi house Chowk,
Somalwada, Khamla, Nagpur,
Nagpur
440025

Dear Mayur Ganesh,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ('Employment Letter').

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values, will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sonoda Srinivas

Sonoda Srinivas
Head – HR Operations and Payroll



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Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Mayur Ganesh Telrandhe
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than these predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
	You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune - 411014. However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Providers Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and/or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and/or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/
Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice; however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, if there is any reduction/ waiver.



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Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during, and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accepted and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas
Head - HR Operations and Payroll
27 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Taleo Number: 00262939
Contract Type: India Grad Offer Letter



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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



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Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

- (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
- (b) completion of credit checks to the satisfaction of the Company;
- (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
- (d) if requested by the Company, a medical examination by the Company's medical advisers;
- (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (ii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
- (f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedures, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to you obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained, or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



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2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 16.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 16.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



A handwritten signature in blue ink, appearing to read "M. S. Mehta".

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary Incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misleading information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the relevant amount from your salary or any other



- amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.
- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).

- 6.8 Within Barclays, certain (usually senior) roles are designated as "Material Risk Taker" ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and/or
(b) Barclays or the relevant business unit has suffered a material failure of risk management,
then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that, (in addition to its rights at clause 16 (Amendments to terms and conditions of employment)) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your



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participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable -

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- (a) commercially sensitive information or trade secrets;
- (b) corporate and marketing strategy, business development plans, sales reports and research results;
- (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
- (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes plans, salary scales and/or current or anticipated trade union/employee disputes.



(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (verbally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work, in particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.



Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sick leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfers within the Barclays Group:

You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;



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(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions), lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile;
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



18. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly installments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or enliven away or attempt to solicit or enliven away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reorganisation or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstitution or amalgamation on terms which (considered in their entirety) are

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no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



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- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures, which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



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APPENDIX 5

Definitions and Interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Mayur Ganesh Tatkodhe
Offer electronically accepted on: Apr 27, 2023, 10:28 PM (IST+05:30)



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Mr.

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



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J.P.Morgan

29-Nov-2022

Madhav Lahoti
1/11, New Kaped Market, Ichalkaranji
-416115
ICHALKARANJI
Maharashtra
INDIA.

Dear Madhav,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum.

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum. If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - i. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - ii. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2 Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (or, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3 Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4 Termination

B4.1 Your internship may be terminated as follows:

a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

b) By the Company at any time without notice or compensation if you:

i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- (ii) seriously breach the Code of Conduct and any other Company policies;
- (iii) disobey the Company's lawful and reasonable instructions/requirements;
- (iv) habitually neglect your duties; or
- (v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post Internship Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date

but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



A handwritten signature in blue ink, appearing to read "John".

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@pmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter).

3.3. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of the Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



A handwritten signature in black ink, appearing to read "John", is written over a blue horizontal line.

of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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2022-23



Deloitte & Touche Assurance and Enterprise Risk Services
India Private Limited

Portion of 7th Floor Block A 77 Degree Town Centre
Survey no:124 & 36/2, Amman Bellandur Khane Village,
Bangalore East Taluk, Varthur, Hobli, Bangalore - 560037,
India

Tel: +91 080 6755 5000 / +91 080 6755 4000
www.deloitte.com

Aug 17, 2023

Mr. Himanshu Dhananjay Vatari,
C/105- Shreeji Palace CHS, Opp. Lakshmi Park, Kalher,
Thane, 421362
India

Subject: Offer of Employment

Dear Himanshu Dhananjay Vatari:

On behalf of Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Solution Delivery Analyst** based in Bengaluru.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 18, 2023**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year end, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **September 18, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 18, 2023**, or an alternative mutually agreed upon date.



Sept. Offt., Floor 41, Deloitte Tower, 1, Survey No. 41, Sushipal Village, Kompally Colony, Hyderabad - 500022, Telangana, India.
GST Reg No: 33AA99CDR760C129 CIN: U74230MH2004PTC02618

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This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employee or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services **within pre-defined boundary** if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune, 7:00 p.m. - 6:00 a.m. in Gurugram, 6:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and

This letter and Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Himanshu Dhansanjay Vatari, everyone you have interviewed with joins me in extending to you congratulations-and-warm

© 2007 by Pearson

For Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited

DocuSigned by:
Pooja Madhuani
10/22/2023 12:22:04 PM
Surya Solutions

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Acceptance

I, Himanshu Bhansali Maitra, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

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Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED-10
Sealed Date: 2023-06-12 11:56:32 -01'00



This is a *vector-based* after-

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Annexure A

Mr. Himanshu Dhananjay Vatari

Solution Delivery Analyst

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
Housing Rent Allowance (HRA)	8,750	105,000
Special Allowance ¹ & ²	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus [*]	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business.	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India. You are eligible to participate in the company car lease program.

Contd/-



Uma

Q.M.I.
2021

Regd. Off.: Plot 11, Devarla Tower C, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.
GST Reg No: 3HAABCDH7AD1ZU CIN: U74120TG2004PTC043118

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Annexure A

AT employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Solution Delivery Analyst	Communication Expenses	Fuel & Expenses
	Only One Post paid mobile, one Landline and One internet connection bill(s) can be claimed.	Petrol / Driver / Insurance / Repair & Maintenance
	Rs./₹ 3,000/- per month	Rs./₹ 3,500/- per month

1a) The intermediate/phone/mobile bills should be in the Employee's name.

1b) For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses), the vehicle has to be in the name of the employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are own-owned car. In case of company leased car, taxability would be as per the current permissible valuation rules.

Nature of Expenses	Own Vehicle - Maximum Tax Exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,830	Rs. 2,400	Rs. 900
Uniform Salary	Rs. 500	Rs. 800	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2) The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 2001, details of which will form part of the LTA Form.

3) Meal Card amount will be credited at the start of each month and for the first month (For New Hires) provided amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4) Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post review of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in case you incur in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable terms, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Deloitte

Himanshu Dhananjay Vatari

Bengaluru

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office Portion of 7th Floor Block A 77 Degree Town Centre Survey no:124 & 36/2, Amman Bellandur-Khane Village, Bangalore East Taluk, Varthur, Hobli, Bangalore - 560037, India (the "Employer") as **Solution Delivery Analyst** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in Exhibit A hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on Exhibit B all Pre-existing Agreements or Arrangements. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my Employment. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of Employment or my becoming, and serving as, **Solution Delivery Analyst**, of the Employer. To the extent applicable, and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on Exhibit C to this Agreement, I represent and warrant that I have no Proceedings to report. Should I become a subject of any Proceedings during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my Employment, I will acquire and be exposed to, have access to, make use of, and/or create Confidential Information. Therefore, I agree to hold in trust and confidence all such Confidential Information. I will neither disclose any such Confidential Information to anyone outside a Deloitte Entity without the prior written approval of an Authorized Signatory, except as required by my authorized duties for the Employer, nor use any such Confidential Information for any purpose other than for the benefit of a Deloitte Entity.

5. Third Party Information and Property. I agree that during my Employment, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an Authorized Signatory. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the Deloitte Entities become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the Deloitte Entities for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my Employment I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a Deloitte Entity, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a Deloitte Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with a Deloitte Entity. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a Deloitte Entity, accepting payments of any kind or gifts other than of a nominal value from vendors,



[Signature]

A/C/Chennai 01/06
Dated 01/06/2018
Page No. 1 of 1
Page No. 1 of 1
Page No. 1 of 1

clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a Deloitte Entity, and which creates a conflict of interest, I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a Deloitte Entity, I will use and have access to the Systems. I also acknowledge that a Deloitte Entity has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and Information from (or about) me and the content, without notice to me, and that such Electronic Communications are considered part of a Deloitte Entity's business and client records and are not to be considered private or personal to me or any other Personnel. I further acknowledge that this right extends to electronic Communications transmitted for either a business or personal purpose.

I agree that I am authorized to access the Systems only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or Systems performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal Electronic Communications and, as such, are Deloitte Property.

I further acknowledge that I am not authorized to use the Systems for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the Systems for the purpose of obtaining Deloitte Property for a competitor of a Deloitte Entity, transmitting Deloitte Property to me (e.g., emailing Confidential Information to my personal email address) or to a third party for purposes other than furthering the business objectives of a Deloitte Entity. I am not authorized to download a Deloitte Entity's Confidential Information or other Deloitte Property to removable media such as a CD-Rom, disk or thumb drive other than as authorized for furthering the business objectives of a Deloitte Entity.

I will be responsible for the safe keeping and return in good condition and order of all the Deloitte Property that may be in my use, custody, care or charge. For the loss of any Deloitte Property in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

- I agree that the Employer owns all rights, title and interest in and to all Works.
- I agree that all Works are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all Intellectual Property Rights therein vest automatically in the Employer upon creation of the Works. I agree that, to the extent any Work is held not to be a work made for hire, I hereby irrevocably assign all Intellectual Property Rights in the Work to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- I will at all times, even after termination of my Employment, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of my Works to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any Intellectual Property Rights, and otherwise perfecting, protecting and enforcing said Intellectual Property Rights in any Works. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such Works and Intellectual Property Rights therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any Works.

I also agree to assign all my right, title and interest in and to any particular Works to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Works assigned hereunder to the Employer.

- During a 12-month period after termination of my Employment, I agree that any Intellectual Property I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using Deloitte Property, is a Work that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition



to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting Intellectual Property of the Deloitte Entities.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all Works developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations: My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on **Exhibit B** all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.

12. Post-Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a Deloitte Entity, my solicitation or serving of certain clients related to my work for a Deloitte Entity would necessarily involve the unauthorized use or disclosure of Confidential Information, and the proprietary relationships and goodwill of the Deloitte Entities, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another Deloitte Entity with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my Employment and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a Deloitte Entity with which I had personal contact and provided services during the two-year period prior to termination of my Employment.

13. Exceptions to Post-Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a Deloitte Entity and/or certain kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a Deloitte Entity solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a Deloitte Entity neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an Authorized Signatory who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a Deloitte Entity. Before entering into substantive discussions with an Altest Client regarding any employment opportunity, I acknowledge and agree that during my Employment and for five years thereafter I must first notify Independence and obtain prior written approval from Independence. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the Deloitte Entities with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the Deloitte Entities or their respective Altest Clients under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an Altest Client. Further, I acknowledge and agree that because of, among other things, the importance of the Deloitte Entities remaining in compliance with applicable independence rules, such approval may be withheld by Independence in the event that my employment with an Altest Client would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a Deloitte Entity with respect to such Altest Client.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a Deloitte Entity, my solicitation or hiring or of any of its personnel or contractors of the Deloitte Entities, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of Confidential Information, or the proprietary relationships and goodwill of the Deloitte Entities. Accordingly, during my Employment and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any personnel to leave a Deloitte Entity, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any personnel; or (c) cause a contractor of a Deloitte Entity to cease providing services to, with, or on behalf of the Deloitte Entity.

16. Post-Employment Restrictions re: Deloitte Property. Upon termination of my Employment: (a) I will not use or disclose Deloitte Property, including, but not limited to, Confidential Information and Works, for any purpose; (b) I will not retain or take with me any Deloitte Property; (c) I will immediately deliver to a Deloitte Entity at any location that it designates, at my



expense, within one business day after the termination of my Employment or on an alternate date designated by a Deloitte Entity, any Deloitte Property that I may then or thereafter hold or control; and (d) I agree to allow a Deloitte Entity to inspect any of my personal or business computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any Deloitte Property resides on such computers and to permit a Deloitte Entity to remove such Deloitte Property.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my Employment for any reason, I will cooperate with a Deloitte Entity in all matters relating to the completion of pending work and its orderly transfer; I will also cooperate fully with a Deloitte Entity in connection with any threat of or actual legal proceeding against a Deloitte Entity or any client, customer or licensee of a Deloitte Entity arising out of any matter with or of which I had contact or knowledge during my Employment.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business, I will advise such firm or business of my duties and obligations under this Employment Agreement. After my Employment ends, I agree that a Deloitte Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my Employment I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 and 16 would cause irreparable harm to the Deloitte Entities and that, in addition to other remedies, the Employer on behalf of itself or another Deloitte Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a Deloitte Entity will be entitled to the payment of the Deloitte Entities' reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my Employment, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



Uma

MISCELLANEOUS:

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in Bengaluru, Karnataka, India and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process summons/legal notice from the Employer when that process summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an Authorized Signatory.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of the Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other Deloitte Entity with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a Deloitte Entity and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my Employment, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any Deloitte Entity in connection with my transfer to that Deloitte Entity or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any Deloitte Entity to which I may be transferred during my Employment, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited

Pooja Nadnani

AUTHORISED SIGNATORY

Pooja Nadnani
Talent



Regd. Off.: Plot 11, Defence Town L, Survey No. 43, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.
Gstin No.: 93AAEATR000120
Gtin: 93AAEATR000120

This is a system generated offer

Page 6 of 19

Authorized Signatory

Effective as of September 18, 2023, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

ritamanshu.ghananjay.vatari

Signature

Name

Sealed By: DL DELOITTE CONSULTING INDIA PRIVATE LIMITED 18
Sealed Time: 2023-08-17 15:06:37 -07:00

Appd. off.: Flno. 12, Deloitte Tower 1, Survey No.-41, Gachibowli Village, Hyderabad - 500032, Telangana, India.
GST Reg No: 33AA8C9T9H011Q
CIN: U74119TG2005PLC000001



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EXHIBIT A

The definitions below apply to the defined terms that appear in the Employment Agreement (including the exhibits):

Actual Client – actual client (or an affiliate of such client) of Deloitte & Touche LLP or a Deloitte Entity.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a Deloitte Entity.

Confidential Information – any information not generally known to the public, in any form, that (1) relates to the operation of a Deloitte Entity or provides the Deloitte Entities with a competitive advantage, (2) consists of personally identifiable information ("PII") or other personal information about personnel, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others with whom the Employer or another Deloitte Entity receives in the course of business, and (3) all other information entrusted to the Employer or another Deloitte Entity by clients and other third parties. Confidential Information includes, but is not limited to, Intellectual Property, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. Confidential Information also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"); including but not limited to Deloitte LLP's subsidiaries in India, the Deloitte Touche Tohmatsu Group, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL, or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed above; or (b) in which any Personnel participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – Confidential Information, Systems, equipment, debit and credit cards issued in connection with my Employment, furniture, facilities and any and all other materials owned, licensed or leased by a Deloitte Entity, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) – The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the Systems.

Employment – the nature of my relationship with the Employer or a Deloitte Entity pursuant to this Employment Agreement. Alternatively, and depending on context, Employment is the period of time during which this relationship persists.

Form – paper, computer disk, USB drive, website, any other tangible or electronic medium by which information may be stored or accessed, and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereto, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – Intellectual Property that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time, without using Deloitte Property or Personnel (during work hours), facilities, Confidential Information or tools of a Deloitte Entity, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a



Deloitte Entity, and (3) it does not result from any work performed by me and the Personnel (during work hours) for a Deloitte Entity.

Personnel – partners, principals, members, officers and employees of a Deloitte Entity.

PII – information (excluding business contact information such as an individual's name and one or more of the following organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address)) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive set of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any pre-existing Creations, or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §2027, CFR 3.104-4, and India laws, rules and regulations, that may or will impose limitations on my professional activities during my Employment (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any Intellectual Property and Intellectual Property Rights that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, which relate solely to the operation of a motor vehicle of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings among out of my provision of professional services; proceedings brought by a professional Commission or the PCAOB; other professional bodies like the Institute of Chartered Accountants of India or (2) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that Deloitte Entity owns, licenses or operates and acquires for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works – all Intellectual Property, in any form, created by me, alone or with others, during the period of my Employment that (1) is created within the scope of my Employment; (2) relates in any manner to the actual or anticipated business, research, or development of a Deloitte Entity; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of Deloitte property.



EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the Pre-existing Creations listed, and makes no admission that any Pre-existing Creations listed are owned by me.

(If yes, please enter details below)

Yes, I do have Pre-existing
Creations, Pre-existing
Agreements or Arrangements.

No, I do not have Pre-existing
Creations, Pre-existing
Agreements or Arrangements.

Title	Date	Brief Description
-------	------	-------------------

Signature _____ Date _____

Armanshu Bhushan Jay Vatari

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited

Pooja Madnani

Pooja Madnani

Talent

Aug 27, 2023

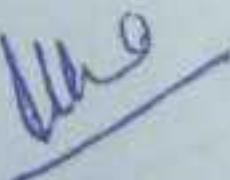
As: Authorized Signatory

Date

Signed by: DS DELTOTE CONSULTING INDIA PRIVATE LIMITED IS
Signed Time: 2023-08-27 16:08:57 +05'30'

An Authorized Signatory's signature is required only if Pre-existing Creations, Pre-existing Agreements, or Arrangements are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an Authorized Signatory indicates his or her judgment made in light of Paragraph 2 that Pre-existing Creations, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's Pre-existing Creations and the Intellectual Property of a Deloitte Entity can be avoided or minimized in the future and further indicates that the Pre-existing Agreements or Arrangements have been obtained and reviewed and that the Authorized Signatory is satisfied that such Pre-existing Agreements or Arrangements will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.





CONFIDENTIAL
Executive

EXHIBIT C

Proceedings

[None, unless otherwise specified]

Yes, I do have Proceedings to report.

No, I do not have Proceedings to report.

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Wimanshu Okananjay Vatari

Signature

Name

Date



EXHIBIT D

Exceptions to Post-Employment Restrictions re: Clients

(None, unless otherwise specified)

As specified in Paragraph 12, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client

Specified kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited

Designation:
Pooja Malhan
Chairwoman

Pooja Malhan

Talent

Aug 17, 2023

By: Authorized Signatory

Date

I have read and understood the above policy terms.

Himanshu Chananjay Vatari

Signature

Name

Date

Served By: DS DELTOTE CONSULTING INDIA PRIVATE LIMITED - 12

An Authorized Signatory's signature dated 2023/08/17 15:05:36 +0530 is provided pursuant to Paragraph 12 of this Employment Agreement. The signature of an Authorized Signatory indicates his or her judgment that criteria in Paragraph 12 have been fully satisfied: the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



W.H.9

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The detailed terms in these Terms and Conditions of Service are defined in Exhibit A of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement, hereinafter referred to as the "Employment Agreement".

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodic basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role at the Employer), the details of which are provided in the independence representation. An example copy of this Representation Form is available for your reference on www.deloitte.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloitte.com and Independence for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representations, you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact us at consult@deloitte.com should you require any further information or if you have any specific concerns in this regard.

2. NON-DISCLOSURE, NON-SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 313 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet, after joining Deloitte US.



[Signature]

A. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leaves as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

B. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

C. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

D. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **30 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation of the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

E. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unexcused or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or attachment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of internal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continuous discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any Confidential Information or PII.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorized person.
- Engaging in unapproved outside employment and activities as defined in APB 218 (US & IND).



- https://us.deloitte.com/Aspx/Pages/Admin/Pages/ZAB_OutsideEmploymentActivities.aspx
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any Deloitte Entity or its clients.
 - Engaging in any illegal activities.
 - Workplace violence, including threats of physical violence.
 - Corporate credit card disbursements.
 - Causing damage to the property of the Employer or any Deloitte Entity, its clients, or their respective personnel.
 - Going on or abetting a strike in contravention of any law.
 - Theft of any property belonging to another, the Employer or any Deloitte Entity, or their respective personnel, clients, or visitors.
 - Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any Deloitte Entity sponsored event.
 - Corruption, fraud, or misappropriation of funds.
 - Failure to comply with the policies, guidelines, rules and regulations of the Employer or a Deloitte Entity as applicable.
 - Excessive personal use of the Employer's telephone, fax or computer systems.
 - Failure to adhere to applicable laws.
 - Any act prejudicial to or in conflict with the interests of the Employer or a Deloitte Entity.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://intranet.deloitte.com/intranet.aspx> for employee reference. The policies will be updated from time to time in the future and we deem it to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of September 18, 2023, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature _____

Name _____

Himanshu Ohananjay Vatari



Uma

Deloitte

Aug 17, 2023

Mr. Himanshu Dhananjay Vatari
C/105- Shreeji Palace CMS, Opp. Lakshmi Park, Kalher,
Thane, 421303
India

Training Agreement

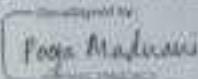
Dear Mr. Himanshu Dhananjay Vatari:

On behalf of Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited, please accept our congratulations on your recent offer of employment to join the Company as Solution Delivery Analyst pursuant to the terms and conditions of your offer letter dated **September 18, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

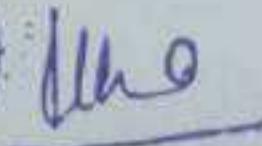
As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For Deloitte & Touche Assurance and Enterprise Risk Services India Private Limited

Authorized by

By _____
Signature _____

Authorized Signatory







Barclays Global Services Centre Private Limited
Registered Office: 505 H C Dev Patel Road,
Building G4
Garia Commercial Estate
Survey No. 55
Kharwadi,
Pune - 411014
CIN - U72200MH142007T0132478
Toll Free: 20 67160007, Fax: 20 67161006
www.barclays.com

25 April 2023

Dush-Brijeshtha Lokhandwala
Mount View Plot No. 48 Nyan Rd, Vaidi Kalawad Rd.
Rajkot
Rajkot
360005

Dear Dush-Brijeshtha,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) – these are a central part of everything we do. The Values, as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form, if you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely,

Sonada Srivastava

Sonada Srivastava
Head - HR Operations and Payroll



Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Danish Brijeshbhai Lakhwani
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate – Data & Software Engineer: BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends, weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
	You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS – Barclays Global Service Centre, Gera Commercezone SEZ, Survey No.65, Village Kharadi Pusre 411014.
	However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	65,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances. Flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs. 100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and/or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

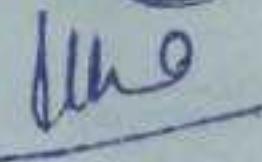
The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a detriment to restrict your employment for a specific term.

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

Qualifications
Examinations



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examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leaves

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving 30 months written notice; however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leave in accounting such reduction/ waiver.



A handwritten signature in blue ink, appearing to read "M. S. R.", is placed over the bottom right portion of the stamp.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, using, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, law and/or law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Alleged clause conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination;
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

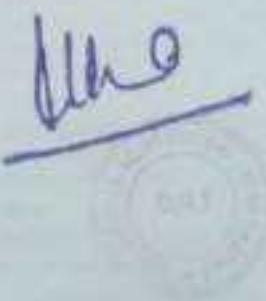
Sarada Srivastava
Head - HR Operations and Payroll
25 April 2023

I have read, understood and accept the terms of this Employment Letter (excluding the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00262067
Contract Type: India Grad Offer Letter



Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit internet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are referentive to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit internet site.

You should also refer to Appendix 4 which sets out definitions of the terms used in the Detailed Terms and Conditions.



A handwritten signature in blue ink, consisting of stylized initials and a surname, written over a horizontal blue line.



624

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisor;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (f) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (g) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on maximum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



- 2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings/accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

1. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably request;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or personal business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive bonus etc. by way of credit to bank account with the bank of Company's choice or via such other route as the Company may deem appropriate.

6. Discretionary Incentive awards

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made (other than restatement due to a change in accounting policy or to rectify a minor error); or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence" and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - iv. The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misleading information, then, the Company may, within one year of any such payment or release being made, request that you will repay an debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other



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amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as "Material Risk Taker" ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and/or

(b) Barclays or the relevant business unit has suffered a material failure of risk management; then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.

7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).

7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.

7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the providers or third party providers (where relevant). Your



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participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unused privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unused leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unused leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unused leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorized to deduct the appropriate amount from your final salary installment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory break leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable



the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential Information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- (a) commercially sensitive information or trade secrets;
- (b) corporate and marketing strategy, business development plans, sales reports and research results;
- (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
- (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes.



- (f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;
- (g) budgets, management accounts, trading statements and other financial reports;
- (h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and
- (i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.
- 10.4 You shall not solicit business for the Company from any clients belonging to your previous employers in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employments while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employers.

11. Regulatory compliance and dealing codes

- 11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.
- 11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.
- 11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.
- 11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.
- 11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and shares as set out in this Employment Letter) are subject to variation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, traveling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said training/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.



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Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to an entitlement under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your Intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and/or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

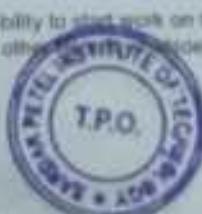
You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms.

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other consideration from the Company or the Barclays Group.



(ii) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions; lack of competence, serious breach of the Terms including improper or unethical behaviour;

(iii) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(iv) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or procedure; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-battery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to 'work in your job profile'
- ix. be regularly absent without leave or absent without leave for a period exceeding 14 days.

This sub-paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summary.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against write off an amount payable withhold from the salary and/or allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or control or held outside of any Barclays Group premises;
- (b) immediately delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance on the Company's request.



19. Payment in Lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Suspension and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties communicate with your manager as the Company shall in its absolute discretion determine;

- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

- (d) take any holiday which you have accrued.

- 20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it except as expressly set out in this paragraph including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



Uwe

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 months period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lesser corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No cessation to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans, you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are



no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



A handwritten signature in black ink, appearing to read "Uma", is written over the circular stamp.

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



A handwritten signature in blue ink, appearing to read "M. H. S.", is written over the circular stamp.

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APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Dinesh Lalchandani
Offer electronically accepted on: Apr 27, 2023, 2:03 PM GMT+05:30



2022-23

VALOREM STACK

PYTHON DEVELOPMENT

315 Work Avenue HSR3.257, 16th Cross Sector B

HSR Layout, Bengaluru, Karnataka 560102

+91 9326275298 | valoremstackpvtltd@gmail.com

CIN: U72900KA2019PTC124476

Date: 15-05-2022

Subject: Offer letter to join FloBiz as Software Development Engineer- I

Date of joining is on 15-03-2023

To: Mr. Ananya Gangar,

Congratulations and welcome to the FloBiz team!

We are pleased to offer you the role of **Software Development Engineer- I** at our Bangalore office. The success story of any organization is written mostly by the team members who contribute their time, passion and dedication, and we found these qualities in you. We believe you will add value to the product, team and organization with your skills, talents and innovative thinking.

You will be expected to report to work from Monday to Friday. You will report directly to Mr. Garvit Verma, Engineering Lead. Your annual fixed CTC will be **INR 1500000 /- only**. Over & Above, you are also entitled to performance based variable bonus of Rs. 2,00,000/- after completion of a year

EARNINGS	MONTHLY	YEARLY
Basic	52,500.00	6,30,000.00
HRA	31,250.00	3,75,000.00
Fuel Reimbursement	2,500.00	30,000.00
Books And Periodicals Allowance	1,000.00	12,000.00
Special Allowance	27,750.00	3,33,000.00
TOTAL EARNINGS (A)	1,25,000.00	15,00,000.00
DEDUCTIONS	MONTHLY	YEARLY
PF Employee	5,800.00	21,600.00
TOTAL DEDUCTIONS (B)	5,800.00	21,600.00
TOTAL (A-B)	1,23,200.00	14,78,400.00
OTHERS	MONTHLY	YEARLY
PF - Employer	1,800.00	21,600.00
OTHERS TOTAL	1,800.00	21,600.00
TOTAL		15,00,000.00



[Signature]
629



- TDS will be as per your investment declaration.
- This offer is contingent upon the result of reference check and is subject to being rescind if the employment screening is unsuccessful.

Additional Benefits over and above the annual CTC:

1. Valorem Stack Private Limited will contribute equally to your PF Account as per your individual contribution and the same will not be deducted from month.
2. Medical benefits will be given up to **INR 5,00,000/-** annually to you and your family(Spouse and Children)+ **INR 5,00,000/-** Parental Cover + GFA for you. The same will not be deducted from salary.
3. Under FloBiz Academy an amount of **INR 20,000/-** annually is allocated to you for attending conferences, events, online/offline courses (outside of those officially mandated by the organisation) that will contribute to your upskilling, personal and professional development.

You are required to treat this offer letter (including your compensation details) as strictly confidential and details in this letter must not be disclosed to any person or entity.

This is an informal offer letter, which needs your written confirmation **16-05-2022**. In case of no confirmation in the stipulated time, the offer will stand withdrawn. A formal employment agreement will be handed over to you upon your joining. We thank you for your interest in FloBiz and look forward to having you onboard!

Team FloBiz



3rd Floor, #773, 80 Feet Road, Koramangala 4th Block,
Bangalore 560034, Karnataka



Date: 24th May 2023

Dear Sahil,

We are pleased to extend you an Offer to join the *Trilogy Innovations at Zamstars Management Services (India) Private Limited*. We believe your competence and skills will be valuable assets to *Trilogy Innovations*.

We hereby confirm the following:

Position Title: Software Development Engineer

Compensation Offered: 30 Lakhs p.a. + 2.5 Lakhs Annual Targeted Bonus.

Date of Joining: 31st July 2023

Initial Job Location: Remote

Trilogy Innovations, you will soon discover, is all about people – the best people. We are positive you will find the work environment stimulating and conducive to helping you realise your professional goals.

We take this opportunity to say that we are excited about the prospect of working together and the potential for you to play a key role in building a great company.

We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.



M.T.O.
Sahi

Zamstars Management Services (India) Private Limited

Registered Office: Flat No. C-119, Golden Corner Apartments, Serjapura Road, Bellandur, Bangalore 560075, Karnataka
CIN: U74140KA2013PTC113673 | Email: mailto:sahil@zamstars.com | Phone: +91-80-4216-0164

Gross Compensation Package:

Annual Basic Salary: 30,00,000

Fixed Gross Pay	INR per annum
Basic Salary	Rs. 13,50,000
House Rent Allowance	Rs. 5,40,000
Conveyance Allowance	Rs. 19,200
Medical Reimbursement	Rs. 15,000
Special Allowance	Rs. 10,75,800
Total Fixed Gross Pay	Rs. 30,00,000

The above structure is subject to change based on changes in law or Organisation requirement.

All other employment terms & conditions will be outlined at the time of joining.

We sincerely wish you a rich and rewarding career as a part of the *Trilogy Innovations* Team.

With warm regards,

Anuja Sivaram

Chief Operating Officer & Chief Human Resource Officer (COO & CHRO)

Trilogy Innovations

Zamstars Management Services (India) Private Limited

Kindly return a copy of this letter duly countersigned by you on each page in acceptance of the terms and conditions set out herein.



Zamstars Management Services (India) Private Limited

Registered Office: Plot No. C-316, Golden Corner Apartments, Sarjapur Road, Bellandur, Bangalore 560033, Karnataka
CIN: U74140KA2013PTC113673 | Email: info@zamstars.com | Phone: +91-80-4216-0164

1st Floor, #773, 100 Feet Road, Koramangala 4th Block,
Bangalore 560034, Karnataka



Signed:

A handwritten signature in black ink that appears to read "Sahil".

Name: Sahil Marwaha

Date: 24/05/2023

Location: Mumbai



A handwritten signature in black ink that appears to read "Usha".

Zamstars Management Services (India) Private Limited
Registered Office: Flat No. C-318, Golden Center Apartments, Saigpur Road, Bellandur, Bangalore 560032, Karnataka
CIN: U74514KA2013PTC113473 | Email: info@zamstars.com | Phone: +91 80-4216-0114

2022-23

Employee Handbooks

Appointment Letter

22/12/2022

Incrod Financial Services Ltd.

Mumbai

Dear Srishkruti Badhe,

Incrod Financial Services Ltd. is pleased to make an offer to you. You will be joining us as **Analytics Trainee** in the **ANALYTICS** Department with effect from **05-06-2023** ("Appointment Date") or any other date mutually agreed upon. You will presently be based out of our office at Mumbai.

1. The broad terms of your employment are as follows: Your all-inclusive gross annual compensation on a total-to-company (CTC) basis will be **INR. 11,00,000 (INR Eleven Lakh Rupees in words Only)**, which shall be inclusive of the applicable statutory benefits, if any and tax to be deducted at source. Annexure I provides for a break up of your CTC and any other incentives that may be awarded by the Company to you. Your compensation shall be paid on a monthly basis, in arrears. You may also be required to reimburse to the Company any fringe benefits tax paid or payable by the Company for any direct or indirect benefits extended to you by the Company or its affiliates, as the case may be.

2. In addition to the CTC mentioned in Clause 1 above, you may be entitled to additional bonus/incentives on an annual basis in accordance with, current Company policies and performance, your performance and such other criteria as may be decided by the Company from time to time in its sole discretion. This additional bonus/incentive may be paid to you by the Company at the end of the financial year or at such other time as may be decided by the Company in its sole discretion. For the purposes of clarity, it is stated that bonuses may be awarded at the sole and absolute discretion of the management of the Company and at no time the Company shall be bound to make any compulsory payments in lieu of the same. Employees who join between 1st January and 31st March will not be eligible for bonus in that financial year, their bonus eligibility will start from the next financial year.

3. Leaves:

We have a comprehensive leave policy for you to unwind, relax, taking care of yourself or near & dear ones, have some urgent personal work or for certain life stage needs. Refer to The Employee Handbook for all details.

4. Insurance:

Our Insurance Policy is designed to cover for employee and dependents. Details about this plan are available in the portal provided by our insurance provider which will be made available for your reference. In the event of any inconsistency between the portal and the terms of the underlying plan or insurance policy from which the benefit derives, the underlying plan or policy governs.



A handwritten signature in black ink, appearing to read "Mr. [Signature]". It is positioned to the right of the circular stamp.

INCRED FINANCIAL SERVICES LIMITED
(Formerly known as KKR India Financial Services Limited)

Registered & Corporate Office:
Unit No. 1203, 12th Floor, B wing, The Capital, Plot No C-70, G Block, Bandra Kurla Complex, Mumbai, Maharashtra, India, 400051
CIN: U67190MH1995PLC260817 | Email: care@incred.com | Contact: 1800-102-2192 | Website: www.incred.com

5. Probation:

Your employment with the Company shall be subject to a probationary period of 3 (three) months. The probationary period will commence from your date of joining. The Company may choose to extend such probationary period to the extent it deems fit. Upon completion of the said probationary period, your employment with the Company shall be deemed to be confirmed unless you receive any intimation from the Company to the contrary. During the period of probation, either party may choose to terminate the employment by giving the other party prior written notice of 7 (seven) days without assigning any reason.

6. Notice Period:

In case of termination with notice, the Company or you may terminate your employment by giving 90 days prior written notice, with or without assigning any reason.

7. Your employment with the Company shall be subject to the terms mentioned in the employee handbook and all regulations and policies of the Company as applicable from time to time (collectively, the "Employee Handbook") read together with the terms of this offer letter ("Offer Letter"). In case of any inconsistency between the Employee Handbook and the Offer Letter, the terms of the Offer Letter shall prevail. The terms thereof shall form an integral part of this Offer Letter.

8. The terms pertaining to working hours, leaves and other benefits are as mentioned in the Employee Handbook.

9. Annexure II provides for other terms and conditions of your offer.

10. **Background & Reference Check** Your detailed reporting requirements, duties and responsibilities will be discussed with you upon your acceptance of our offer. As a part of our processes, we will carry out background checks and seek feedback from your references and the offer will be conditional on satisfactory feedback. Our offer is also contingent upon your full and complete disclosure to the Company of any and all agreements with any prior employer, clients, principals, partners or others which would in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer. The Company reserves the right to withdraw this offer of employment without any obligation whatsoever, if it determines or believes that any such contractual or other obligation may materially limit your ability to engage in business activities for the Company.

11. All other terms and conditions of your employment, including the code of conduct, will be in accordance with the Employee Handbook.

As a token of your acceptance of our offer and the terms and conditions of this Offer Letter and the Employee Handbook, please sign in the space provided below and return the same to us within seven days from the date of this Offer Letter. Our offer shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.



A handwritten signature in blue ink, appearing to read "Uma". A blue ink line is drawn through the signature.

INCRED FINANCIAL SERVICES LIMITED
(Formerly known as KKR India Financial Services Limited)

Registered & Corporate Office:
Unit No. 1203, 12th Floor, B wing, The Capital, Plot No C-70, G Block, Bandra Kurla Complex, Mumbai, Maharashtra, India, 400051
CIN: U67190MH1995PLC360817 | Email: care@incred.com | Contact: 1800-102-2192 | Website: www.incred.com

You are required to treat this Offer Letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your attorneys and accountants, for seeking their advice) without our prior written consent.

In case you have any questions or would like to further discuss the terms and conditions of this offer, please feel free to get in touch with the undersigned representative of the HR department.

Sincerely,

Kamlesh Dangi



Group Head- Human Resources

Date: 22-12-2022

Encl.: As Above



INCRED FINANCIAL SERVICES LIMITED

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Registered & Corporate Office:

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CIN: U67190MH1995PLC360817 | Email: care@incred.com | Contact: 1800-102-2192 | Website: www.incred.com

Annexure - I

Employee Name: Sanskruti Badhe

Designation: Analytics Trainee

Grade: Assistant Manager

DOJ: 05/06/2023

Fixed CTC: INR 11,00,000

Break up of CTC (Part A)

Compensation Structure

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	4,40,000	36,667
HRA	3,30,000	27,500
LTA	18,000	1,500
CCA	2,90,400	24,200
Gross Salary	10,78,400	89,867
Employer PF	21,600	1,800
Fixed CTC	11,00,000	91,567

*Please note that the break-up of salary may change as per Company policy.

*If you wish to opt for PF at 12% of your basic salary (each for employee and employer contribution), kindly intimate your regional HR on the date of joining and we will incorporate the new structure in our system. Do note that this will lead to a lower net salary as compared to the annexure above.

*You can choose to opt for National Pension Scheme (NPS) upto 10% of your basic and the amount will be adjusted from the City Comp Allowance. Kindly reach out to payroll@incred.com incase you wish to opt for it.



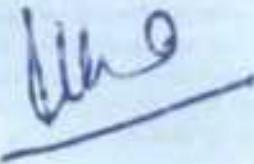
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CIN: U67190MH1995PLC360817 | Email: care@incred.com | Contact: 1800-102-2192 | Website: www.incred.com

Bonus (Part B)

1. A one-time sign-on cash bonus of **Rs. 100000** ("Sign on bonus"), is payable in the payroll of May 2024 after the Appointment Date. In the event, your employment with the Company is terminated by either party for any reason whatsoever at any time prior to the expiry of 12 months from the payout date, you shall be liable to pay back to the Company the Sign on bonus within 7 days of receiving a demand from the Company with respect to the same, failing which you consent to the Company deducting the Sign on bonus from any amounts payable by the Company to you. For the purposes of clarity, it is stated that the amount liable to be paid back to the Company shall be inclusive of any tax deducted at source by the Company while paying such Sign on bonus.



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CIN: U67190MH1995PLC360817 | Email: care@incred.com | Contact: 1800-102-2192 | Website: www.incred.com

Annexure II

1. Confidentiality:

- During your employment with the Company, you may learn trade secrets or confidential information which relates to the Company or any person(s)/legal entity/ies related to the Company. Unless you are required to do so in the proper performance of your duties, you must not (a) divulge or communicate to any person; (b) use for your purposes or any purposes other than those of the Company or, as appropriate, any of its clients; (c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of; (d) any trade secrets or confidential information relating to the Company or any of its clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information; (e) act as a consultant or employee either part-time or full-time (with or without remuneration) with any other organization; (f) speak to the press or any representatives of the media without prior authorization from the Company. "Confidential information" includes but is not limited to lists of clients, suppliers of the Company, financial information including pricing information, administration and information systems, information about the unique products and services and information relating to the business strategy of the Company and any material containing such information. If you are unsure about the confidential nature of specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized use or disclosure of confidential information belonging to or related to the Company and/or any breach of the confidentiality obligations mentioned herein. By agreeing to the terms of this Offer Letter, you agree to the confidentiality obligations mentioned herein and understand that your obligation of confidentiality indefinitely survives the termination of your employment.
- You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property maintained in any form in your possession or under your control belonging to the Company or its clients thereof and you will not retain any copies thereafter.
- At the Company's sole discretion, you shall be required to sign such documents and agreements as may be provided by the Company from time to time, with respect to your employment with the Company.

3. Deputation:

The Company may, at its sole discretion, second, depute, assign and transfer you to any other office of the Company in India or overseas or to the office of any affiliates of the Company or to any third parties. You hereby consent to any such secondment, deputation, assignment and transfer by the Company of your employment including to third parties.

4. Intellectual Property:



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(Formerly known as KKR India Financial Services Limited)

Registered & Corporate Office:

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4.1 Any Intellectual Property Rights, as well as any portion thereof, including any material containing such intellectual Property Rights, developed by you during your employment with the Company, shall be the sole property of the Company from the date of creation thereof and you hereby assign to the Company worldwide rights in respect of such intellectual Property Rights free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. You shall further not use, disclose, publish, share or authorize the use, disclosure, etc. of such intellectual Property Rights for any purpose other than in the interests of the Company or without the Company's prior written consent. For the purposes of this Clause, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trademarks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing and any and all material containing any of the foregoing.

4.2 During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formalise, computer coding, methodologies, confidential information and other works which relate to the business of the Company or which are capable of being used or adopted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company. Both the Works and the related intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate and you shall not use, disclose, publish, share or authorise the use, disclosure, etc. of such Works and/or intellectual Property Rights for any purpose other than in the interests of the Company or without the Company's prior written consent.

4.3 You must immediately disclose to the Company all Works and all related intellectual Property Rights and must provide the same to the Company immediately upon its demand. You are required to assist the Company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership of such Works and related intellectual Property Rights.

4.4 You will promptly on demand or in any event when you cease to be an employee of the Company, return all Works and cease to use any intellectual Property Rights of the Company maintained in any form whatsoever in your possession or under your control belonging to the Company or its clients thereof and you will not retain any copies thereafter and shall cease to use the same or permit its/their use in any manner whatsoever. This obligation survives the termination of your employment.

5. You shall properly, diligently and honestly perform all the duties which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all moneys, securities or other property belonging to the Company which may come into your possession, custody or control. For any duties performed by you in bad faith or in violation of applicable law or breach of this Offer Letter and/or the Employee Handbook, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

6. The Company's rules, regulations and directions relating to its employees, including the terms in the Employee Handbook, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should, therefore, acquaint yourself with all Company rules and policies which are applicable to you. In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Employee Handbook. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to

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investments held by you and your connected persons), or which are otherwise consistent with the best market best practices of the Company. A breach of the terms of this Offer Letter or Employee Handbook or local legal and compliance rules is a disciplinary offence that may justify summary dismissal. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations, and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.

7 Termination

7.1. Termination with Notice: The Company or you may terminate your employment by giving **90 days** prior written notice, with or without assigning any reason. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice. The notice period might also be agreed upon by mutual consent between you and the Company. In the event the Company agrees to relieve you prior to completion of your notice period, you will be required to pay the Company an amount equivalent to salary for the number of days of unserved notice. In case you give notice of termination of your employment, the Company reserves the right to enforce the notice period as per policy, and any waiver of the same/payment in lieu of notice is at the discretion of the Company. If the Company or you have given notice of the termination of your employment, the Company may direct you not to perform any of your duties, to remain away from the Company's premises and not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period.

7.2. Termination without Notice: The Company may terminate your employment immediately and without notice period or payment in lieu of notice in the event that:

- (i) you are guilty of serious misconduct or;
- (ii) you are guilty of a serious breach of the employment rules as set out in this Offer Letter and/or the Employee Handbook and/or any laws, rules or regulations by which you may be bound or;
- (iii) you breach any fundamental term or condition of your employment or;
- (iv) you intentionally disobey a lawful and reasonable direction of the Company or;
- (v) you conduct yourself in a way which, in the Company's reasonable opinion, may bring yourself or any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company or;
- (vi) you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, compromises your ability to perform your duties or;
- (vii) you have provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment or;
- (viii) you are found in an act of moral turpitude or;
- (ix) you become bankrupt or make any arrangement or composition with or for the benefit of your creditors or;
- (x) you cease to hold qualification necessary for you to carry out your work with the company or;
- (xi) you have been absent for a continuous period of 10 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 10 days); or
- (xii) been found inefficient or lower performer as compared to other employees of your category.

7.3. Consequences of Termination of your Employment: If your employment is terminated for any reason:

- (i) before you leave the Company, you must return to us all of the Company's property and confidential information, and you must not retain any copies, extracts or reproductions of any part of that property or confidential information;



[Signature]

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- (iii) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this Offer Letter);
(iv) you must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and
(v) you must not thereafter represent yourself as an employee of the Company in any manner whatsoever.

8. Non-Solicitation:

You hereby agree and undertake that at no time during the term of your employment with the Company and for period of 6 (six) months following the termination date, you shall not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office-bearer or shareholder (or in a similar capacity or function):

- (i) seek, canvass, solicit or accept from any person who was a client or potential client of the Company, any services or business of the type offered by the Company;
(ii) seek to directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to it and them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom you have called or with whom you became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company;
(iii) seek to employ, solicit or entice away from the Company, any employee or worker or independent contractor associated with the Company, whether such person was a person with whom you dealt in the course of your duties or otherwise.

9. Exclusivity:

You are being employed on a full-time exclusive basis by the Company. Hence, while you are in the service of the Company, you are not permitted to engage yourself or devote any time or attention to any full-time or part-time employment, trade, business or occupation with or without remuneration other than that of the Company. So also, you will not undertake either directly or indirectly any activities which are contrary to or inconsistent with your obligations to the Company or the Company's interests.

10. This Offer Letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Offer Letter. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and you hereby waive any objection to such proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

11. If any paragraph, subparagraph, or provision of this Offer Letter, or the application of such paragraph, subparagraph, or provision, is held invalid or excessively broad or unenforceable by a court of competent jurisdiction, the remainder of this Offer Letter, and the application of such paragraph, subparagraph, or provision to persons or circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected.

12. The terms of employment set out in this Offer Letter and the Employee Handbook may be reviewed by the Company from time to time in line with its policies and practices. Accordingly changes if any to this Offer Letter will be notified by the Company to you in writing or electronically and where reasonable such notification shall be prior to the effective date of the change.



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CIN: U67100MH1997PLC360817 | Email: care@incred.com | Contact: 1800-102-2197 | Website: www.incred.com

13. By signing this Offer Letter, you acknowledge and agree to the following:

(a) That the Company is permitted to hold personal information about you as a part of its personnel and other business records and that the Company may use such information in the course of the Company's business. Please note that this may include the transfer and storage of your personal information at offshore data storage facilities.

(b) That the Company may disclose information about you to other companies or third parties (including cross-border transfers) or regulatory authorities if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This clause applies to information held, used or disclosed in any medium.

Annexure I and Annexure II form an integral part of this Offer Letter and shall have the same force and effect as if expressly set out in the body of this Offer Letter.

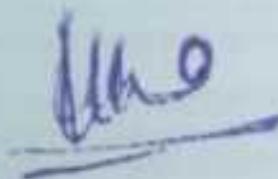
Acceptance

I hereby accept the terms and conditions of the terms of employment. I confirm that I am not breaching any laws or any terms or provisions of any prior agreement or arrangement by accepting this offer.

Signature

Name: - Sanskruti Radhe

Date:



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2022-23

Barclays Global Service Centre Private Limited
Headquarred Office, 20th to 22nd Floor (Phiroze)
Building C2,
Gems Commercial SEZ,
Survey No. 65,
Kharadi,
Pune - 411014
CIN - UT2004N20579 TCT3479
Tel: +91 20 67192000, Fax: +91 20 67191900
www.barclays.com

24 April 2023

Aryan Jiten Patel
Mahatma, gate No 1,
J.L. Tamar Nagar,
S.N. Road, Malad West,
Mumbai
400060

Dear Aryan Jiten,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ('Employment Letter').

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we live the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely,

Sarada Srivastava

Sarada Srivastava
Head - HR Operations and Payroll



Mr. ...

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Aryan Jitendra Dhankar
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
Working Hours	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.
Initial Place of Work	The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
Probationary Period	You will initially be based in LTS - Barclays Global Service Centre, Gera Commerce Zone SEZ, Survey No.65, Village Kharadi Pune 411014.
	However, your place of work will be determined in line with the requirements of the scheme of Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / Flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs. 100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 60 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, the Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other reductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment within 12 months of your start date); or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and / or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a detriment to restrict your employment for a specific term.

Qualifications Exemptions

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or



examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study.

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice. However, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leave while granting such reduction/ waiver.



Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Term Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyers/law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Additional clause conditions shall apply to information relating to your family members/relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination;
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



A handwritten signature in blue ink, appearing to read "V.M.", is written over a blue horizontal line.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter sets out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll
24 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature _____

Date: _____

Telco Number: 002623113
Contract Type: Indefinite Offer Letter



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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most advanced financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix I which sets out definitions of the terms used in the Detailed Terms and Conditions.



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Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (ii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



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2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other product and policy trainings/accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to reassign you for the next available training within a period of 30 days of your returning from absence. In case you are reassigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptabile in e-mail/letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on conflicts or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance contact (or compliance contact aware of the issue immediately). You must not act in relation to the matter without their written direction or approval, and
- report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



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5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, charges and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1** You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2** Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3** If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4** Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5** Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or missated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct an appropriate amount from your salary or any other



amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable law.

- 6.6 A payment of cash and / or a release of shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award of all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of the Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ('MRT') roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and/or
- (b) Barclays or the relevant business unit has suffered a material failure of risk management,
- then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (a) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that, (in addition to its rights at clause 16 (amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key Terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the trustees or third party providers (where relevant). Your



participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unused privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unused leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unused leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unused leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable, or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type—and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works concerned, or made by you during and in the course of your employment (whether concerned, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purpose of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times whilst you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable



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the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment or future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 15(4) of the Copyright Act, 1957, such assignment as far as it relates to copyrightable material shall not lapse nor the rights transferred thereon revert to the Employee, even if the Company does not exercise the Rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 15A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes.



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(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such actions;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (verbally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer(s) in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer(s).

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standard(s)). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

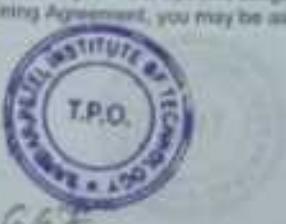
11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said training/programme/courses, as the case may be and to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to give a surety to undertake your obligations under the terms of the Training Agreement.



Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one-hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sick leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive working days if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your Intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absence from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms, including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s) such discretion cannot be limited or imposed in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorized member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party under (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit arising from leaving this Company or the Barclays Group.



(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour).

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile;
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub-paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against such off-set amount payable/ withheld from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all mobiles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc.) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents, that you have in your possession or under your control;
- (b) immediately delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



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19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Disciplinary leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.

20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post-termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



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(x) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(xi) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and areas covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans, you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reorganisation or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reorganisation or amalgamation on terms which (considered in their entirety) are



no less favourable to any material extend than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



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APPENDIX 1

Definitions and interpretation.

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays; the Company; and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA; and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Officially electronically signed by Arun Goyal
Date electronically signed: 26/07/2023, 03:13 PM GMT+05:30



U.G.

Deutsche Bank Group



Deep Nayak
 405, A Wing, Prathamesh CHS
 M.M.O.S. Marg, Dadar (East)
 Mumbai - 400014, India

Deutsche India Pvt. Ltd.
 Business Bay, Wing 2
 Tower A, OPN, 7th, 8th floor
 Off Airport Road, Yerwada
 Pune - 411 006

Tel +91 (20) 71296000

June 01, 2023

Employment Agreement

Dear Deep,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with **Deutsche India Pvt. Ltd** (the "Company"). Deutsche India Pvt. Ltd is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule I of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be **Analyst**.

Your functional title will be **Graduate Analyst**.

Your local grade as per the internal grading system will be **Grade 6**.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

Your employment will initially be based at **Pune**, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.



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4. Hours of Work

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule B.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



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a) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voter's id; or
- Notarized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd.

Authorized Signatory
Human Resources

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"

Schedule II: Remuneration & Allowance Details

Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.

I confirm that I will report to work on 17/07/2023, which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Name: Deep Nayak
Date:

02 June 2023 | 2:29 AM PDT

Signature:



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In Case of Emergency
Deep Nayak
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Schedule I: General Terms and Conditions of Service

1. Leaves

(a) Annual Leave - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) Sick Leave - Sick leave will be granted as per Company policy.

(c) Parental Leave and related benefits - The Company offers a gender-neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- I. **Parental Leave**: 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child.
- II. **Adoption/ Surrogacy Leave**: 26 weeks of paid leave for the primary caregiver.
- III. **Maternity Expenses**: Maternity related medical expenses are provided as per the Group Hospitalization policy.

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause "Notice Period" in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on you part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, consists of your ability to perform your duties, or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion



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(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- a) before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- b) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- c) you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- d) you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

i. Non-Solicitation

- A. you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away from the Group any individual:-
 - a. who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - b. who is contracted to render services to the Company and/ or any member of the Group, and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not any such person would commit a breach of contract by reason of his leaving service.



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- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to solicit, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client.
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a Restricted Client that is not in direct or indirect competition with the Restricted Business.

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services; and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- E. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group.
- F. You acknowledge that the breach of any of the restrictions specified in paragraph 1 above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunctive relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group.
- G. The benefit of each agreement and obligation set out above may be assigned to and enforced by all successors or assignees for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment.
- H. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to whom you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group.
- I. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services.



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VII. Notification of Restrictions

You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis; and if the offer is accepted, inform the Company of the identity of the person making the offer.

- VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group, or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

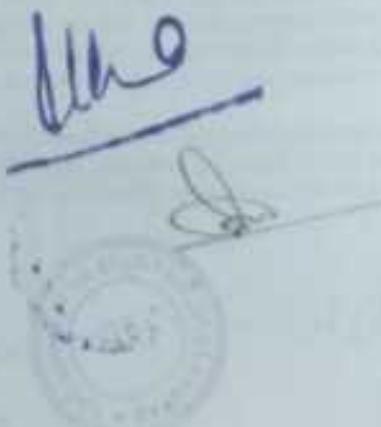
4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.



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5. Confidentiality

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

- a) divulge or communicate to any person;
- b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights, domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.



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7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



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Schedule II

1. Remuneration and Allowance Details

- Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- Retirements:**

- Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined based on your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

- Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972.

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.



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If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, nominal equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under and subject to, any applicable DB compensation plans (restricted equity, nominal equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.



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If, on the date on which Discretionary Variable Compensation is usually communicated and/or paid, you are subject to an investigation that may result in disciplinary (or other) action being taken against you, consideration of whether you are eligible for, and payment of, any Discretionary Variable Compensation will be delayed until the conclusion of that investigation and, if relevant, any subsequent disciplinary (or other) procedure. Although, for the avoidance of doubt, you will not be eligible for consideration of a Discretionary Variable Compensation if, at the conclusion of the disciplinary (or other) procedure, you are given notice of termination of employment.

You should note that if you work in a number of locations, generally for the purposes of tax reporting and withholding, the settlement of any Discretionary Variable Compensation awarded to you will be apportioned between the locations you have worked in during the relevant period. Depending on individual circumstances, participants may become subject to multiple withholding taxes including double taxation. By accepting this offer, you agree to comply with any arrangements specified by the Company for the payment of any taxation (in any jurisdiction) by virtue of the settlement of any Discretionary Variable Compensation or portion thereof.

Any portion of Discretionary Variable Compensation awarded as a cash payment will usually be paid in March through the normal monthly payroll. Discretionary Variable Compensation in any other form, including an award under a DB compensation plan (restricted equity, notional equity, restricted cash, or in such other form as the Company may decide), will be payable when such awards vest and will be delivered in accordance with the applicable DB compensation plan rules and Award Statement(s).

3. Cash Sign-On Award

You will receive a one-off cash award, a "Sign-On Award," in the amount of INR 300,000. Payment of your Sign-On Award will be made in INR in the next available payroll after the later of (i) the commencement of your employment with the Company, and (ii) the date on which all conditions of this offer (as detailed in this letter) are satisfied. Any payments in relation to your Sign-On Award will be made less any deductions for tax and social security contributions as the Company may be required to withhold.

The Sign-On Award is subject to all requirements of, and will be structured to comply with, the Institutsvergütungsverordnung (InstitutsVergV) and any regional regulation that is applicable (as may be amended from time to time) including (amongst other provisions) the regulatory requirements set out in the Section 7 of the InstitutsVergV (as may be amended from time to time).

You will be required to repay the gross amount of the Sign-On Award if:

- the payment is made before you satisfy all the conditions of this offer and within six months of such payment being made to you, you subsequently fail to satisfy all or any of them, or
- you give notice to terminate your employment with the Company or you are dismissed for misconduct or capability within twelve months of the date the payment is made.

By accepting this offer you consent to the deduction of the gross amount of the payment of any Sign-On Award made to you from your salary or any emoluments or integrals arising from your employment if the Sign-On Award becomes repayable to the Company in the above circumstances. If these are insufficient to recover the whole of the gross amount of the Sign-On Award, you agree to repay any remaining amount to the Company within 30 days.





4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (ad gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a pro rata basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations, if any. Basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereof immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents aforementioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended time lines, the organization will be entitled to terminate your employment with immediate effect.



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6. OTHER BENEFITS

(a) Group Mediclaim and Hospitalization Policy

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout, tie-up with health care firms and the insurer shall be decided by the organization.

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be the insurance company's discretion.

(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-In or Opt-Out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-In or Opt-Out of the transport services provided by the company, you may reach-out to Transport Helpdesk to assist with the same.

Please refer the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/or terms and conditions associated with this same.



Me
Dinesh
S. S.



ANNEXURE I

- 1. Documents to be submitted post receipt of Welcome email**
 - (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
 - (b) Copy of Passport size photo with white background
 - (c) Copy of Aadhaar Card and PAN is mandatory
 - (d) Copy of Nationality Proof
- 2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.**
- 3. Documents to be submitted on the Date of Joining**
 - (a) DB Declaration Forms and Nomination Forms
 - (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
 - (c) 1 Passport size photo
- 4. Proof of documents – (Please send only copy of documents and not original).**
 - (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
 - (b) Education Check - Highest academic education and professional certification courses viz. CA/CWA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.
- 5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:**
 - (a) For VP & below: Last 5 years of employment documents
 - (b) For Director & above: Last 10 years of employment documents



Mr. ...

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2022-23



Barclays Global Services Centre Private Limited
Registered Office: 5th & 6th Floor (Part)
Building Q1
Goregaon (East) 400 067
Survey No. 102,
Kharadi
Phone - 411014
CIN - U72200MH2001TCE02409
Tel: +91 20 67160007; Fax: +91 20 67164400
www.barclays.com

26 April 2023

Re: Kavish Rakesh Chaturvedi

5017, Avenue Pratap Chhatrapati, Chandaوارkar Road,
Near Indian Bank, Borivali West
Mumbai
400092

Dear Kavish Rakesh,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values, as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the 'Barclays Way'). More information on this, and how we 'live' the Values, will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely,

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll



Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Kevat Rajesh Dhanani
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate Explorer (Developer), BBA (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.
	You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS—Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.55, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period
Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Salary

Components	In INR Per Annum
Basic salary	462,000.00
Housing Rent Allowance	131,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	15,440.00
Gratuity (per Company policy)	12,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100000 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and/or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and/or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

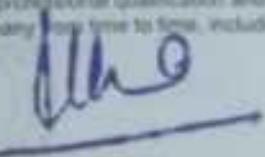
The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a detriment to restrict your employment for a specific term.

Qualifications
Examinations



As a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and provided to you by the Company from time to time, including without limitation any qualifications or


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examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study.

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your contract.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves while granting such reduction/ waiver.



Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

After said clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays' Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination;
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sarada Bhimavat
Head - HR Operations and Payroll
28 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate legal advice to understand interpretation of these terms.

Signature _____

Date: _____

Taleo Number: 09282913
Contract Type: India Grad Offer Letter



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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



A handwritten signature in blue ink, appearing to read "John". It is written over a thin blue horizontal line.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and maintaining to hold up applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained, or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



- 2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you return absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award in a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(i) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made (other than restatement due to a change in accounting policy or to rectify a minor error); or

(ii) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company, deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, require that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct an appropriate amount from your salary or any other



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amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ('MRT') roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the 'Relevant Variable Remuneration'), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error, and / or
- (b) Barclays or the relevant business unit has suffered a material failure of risk management
- then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (a) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that, in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your 'contract' of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your



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participation may be excluded where, in Barclays' opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unused privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unused leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unused leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalents or similar forms of protection existing anywhere in the world.

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable, or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any intellectual property rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials as whatever may be required or form relating to or concerning the Works and the intellectual property rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make permanent copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all intellectual property rights created by you in the course of your employment shall be "works for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and intellectual property rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and intellectual property rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and intellectual property rights on trust for the benefit of the Company until the Works and intellectual property rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and intellectual property rights in the Works in the Company, to enable



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the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred thereon revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claim to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated union/employee disputes;



(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer's in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer(s).

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/programmes/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you will be asked to get a surety to undertake your obligations under the terms of the Training Agreement.



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Signature

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you fail to do so, you will have no entitlement to receive any payment or benefit whatever from the Company or the Barclays Group;



(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour).

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub-paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off an amount payable/ withdraw from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Gender leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms:

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, Internet, Blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by wings, merger, takeover, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are



no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

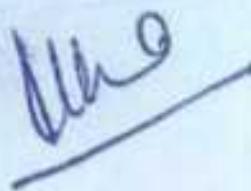
Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list).

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.



A handwritten signature in blue ink, appearing to read "John". A diagonal line is drawn through the signature.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays;
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Shares" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

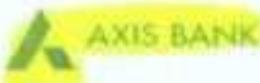
"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by : Kevad Rupesh Dhruva
Offer electronically accepted on: Apr 29, 2023, 3:26 PM (IST-05:30)



Uma



AXISB/LOA/RH1556803/106441
16/05/2023

Omkar Suresh Padir
9324699941

LETTER OF APPOINTMENT

Dear Omkar,

We are delighted to welcome you to Axis Bank for an exciting career of learning, development and value driven growth. We take pleasure in offering you the position of Deputy Manager in Business Intelligence Unit.

The said offer shall be governed by the under mentioned terms and conditions apart from other policies and conditions that are applicable or may become applicable from time to time.

Terms of Employment

1. Compensation

- 1.1 The annual compensation payable to you will be INR 7,22,633 subject to tax deductions at source, as applicable by law. A detailed break up of this amount and other benefits is provided as an Annexure to this letter.
- 1.2 It is clarified that Axis Bank reserves the right to deduct all permissible taxes as per applicable laws from your compensation. Further, you hereby authorize Axis Bank to deduct any amounts from your compensation, which are owed by you to the Bank, including any overpayments, loans or advances outstanding at your end.

2. Code of Conduct & Ethics

- 2.1 As an employee of the Bank, you will be guided by the Code of Conduct & Ethics and rules and regulations of the Bank in force and as amended from time to time.
- 2.2 If any declaration, statement or information including your qualification, experience and/or any other details, as given by you at any time, is found to be false or untrue, if any material information is suppressed or if it comes to the notice of the Bank that you had been, prior to joining the Bank's services, convicted of any act involving moral turpitude and/or criminal in nature, your services will be liable to be terminated forthwith without any notice or compensation in lieu thereof at any time during or even after completion of the probation period. However, this does not preclude the Bank from initiating such disciplinary measures, as the Bank shall deem fit and any penalty may be imposed upon you in terms of the applicable company policies.
- 2.3 You shall undertake to read and remain in compliance with the Bank's internal policies and procedures (as implemented from time to time) throughout the term of your employment.

3. Whole-time / Alternative Employment

- 3.1 Your position is a whole time employment with the Bank and you shall not take any other work for remuneration (part-time or otherwise) or work in advisory capacity or be interested directly or indirectly except as shareholder or debenture holder in other trade or business during the employment with the Bank. You shall not be involved directly or indirectly with any business / trade / occupation / service / calling or perform any part-time or other work for remuneration or otherwise without obtaining prior written permission from Axis Bank.
- 3.2 During the employment in the services of the Bank, you shall not hold any other position in any organization nor shall you get employed directly or indirectly in any manner whatsoever nor shall act as an advisor to any organization, the exception being social organizations like clubs, NGOs etc. having no political affiliation and no monetary gains. However the Bank reserves the right to direct you to step down if, in the opinion of the Bank, such engagement interferes with your duties.

4. Fidelity & Secrecy

- 4.1 You shall not at any time during your employment and/or after the termination of your employment in any manner whatsoever divulge any confidential information relating to the Bank, any of its constituents or its employees without the prior written consent from the Management. In such an event, the Bank reserves the right to proceed against you.





5. Probation Period

- 5.1 The nature of your employment is Permanent, however you will be on probation for a period of 6 (six) months from the date of your joining. This period may be extended upto a maximum of 6 months in two tranches of 3 months each, if further assessment and observations are considered necessary on the sole discretion of the Management. Thereafter, on failure to be confirmed in the service of the Bank, your employment shall be terminated on account of non-confirmation of service.
- 5.2 On satisfactory completion of probation you will be confirmed in the services of the Bank.
- 5.3 Your probation can be extended not only by virtue of your non satisfactory performance but also by virtue of your non completion of the joining formalities.
- 5.4 Notwithstanding what is stated above, the bank reserves the right to confirm you in the services of the bank even during the extended period, provided, the extension of probation was solely due to non-completion of the joining formalities and such formalities are completed within the said period.

6. Mandatory Induction Certification

- 6.1 Induction Certification is a mandatory requirement for Confirmation - post completion of probation period.
- 6.2 100% attendance and 100% assessment clearance is required to be Induction Certified.
- 6.3 Non-adherence to Induction certification may lead to the following:
 - 6.3.1 You will not be able to join your team till you are Induction Certified.
 - 6.3.2 Not attending induction session on a particular day will result in loss of pay.
 - 6.3.3 Not meeting the attendance and assessment criteria within the stipulated time period would result in termination of services.

7. Transfer

- 7.1 Your services are liable to be transferred to any of the offices of the Bank within India and / or abroad at the sole discretion of the Bank and the Bank reserve the right to depute / transfer you at any time during your service in the Bank, to any of its subsidiaries or associates without any prior consent from you.
- 7.2 Notwithstanding the role assigned to you in terms of this letter, the Bank reserves the right to assign you any other role/function commensurate with your grade as may be deemed appropriate, depending on administrative exigencies and requirements.
- 7.3 Your services can be requisitioned by the Bank at any time outside the business / working hours.

8. Separation/ Retirement

8.1 Separation during probation

- 8.1.1 On account of Resignation: During the period of probation, you may resign from the Bank's service, subject to acceptance by your supervisor, for which you will be required to mandatorily serve a notice period of 30 days. However, waiver of the notice period (if any), will be at discretion of the Bank. In such an event, the gross salary equivalent of the notice period shortfall (if any) will be recovered from employee.
- 8.1.2 On account of Termination: During the probation period, this contract of employment is terminable by the Bank by way of giving notice of 15 days or on payment of salary in lieu thereof without assigning any reasons.

8.2 Separation after Confirmation:

- 8.2.1 On account of Resignation: After confirmation, you may resign from the Bank's service, subject to acceptance of your resignation by your supervisor, for which you will be required to mandatorily serve a notice period of 90 days. However, waiver of the notice period (if any), will be at discretion of the Bank. In such an event, the gross salary equivalent of the notice period shortfall (if any) will be recovered from employee.
- 8.2.2 On account of Termination: Notwithstanding what is provided in the company policies and the above paragraphs, your services, after confirmation, may be terminated by the Bank by giving 30 days' notice or payment of 30 days' salary in lieu thereof without assigning any reasons.

8.3 Separation arrangement

- 8.3.1 Voluntary resignation should be initiated on the exit management portal of the Bank. Upon receipt of your resignation, the acceptance of the same shall be at Bank's discretion.



8.3.2 Upon acceptance of your resignation and before your proposed relieving date, you will have to return all Bank's property / assets entrusted to you and in your possession, to the Bank. Before you are relieved, all correspondence, specifications, formulae, books, tablets, documents, cost data, market data, literature, drawings, effects etc. should be returned and you shall not make or retain any copies of these items.

8.3.3 On separation, you are required to submit your claim for settlement of Provident Fund in the prescribed form.

8.3.4 It is expected that you will continue to dispense your duties and responsibilities during the notice period. You are also required to display model behavior and adhere to the timings as prescribed by the Bank. Any lapse or non-performance may lead to disciplinary action and result in non-issuance of the relieving letter.

8.4 Retirement

8.4.1 The retirement age in the Bank is fixed as 60 years. You will accordingly stand relieved from the services of the Bank on the last day of the month of your attaining this age based on the Age Certificate furnished by you at the time of joining.

9. Reimbursement of Notice Period Pay

In certain cases of business criticality, the Bank, at its discretion and post approval from the Head - Human Resources, may reimburse any shortfall in notice period pay to your current employer. In such a case, the following terms and conditions shall apply:-

- 9.1 Upon joining, you are required to submit a certificate/ letter from your present employer stating the number of days of shortfall in notice period and the amount recovered from you basis which we shall process your request for reimbursement. This reimbursement shall be taxable and will be added to your Annual Taxable Income for the relevant Financial Year.
- 9.2. You are required to continue in Bank's employment for a minimum period of three years, from your date of joining, failing which amount so reimbursed shall be recovered from you along with interest at the Bank Base Rate prevailing on your last working day and any applicable taxes.

10. Conditions precedent /Joining formalities:

Your appointment and subsequent joining is subject to the following:

- 10.1 Submission of self-declaration of medical fitness provided on our onboarding portal.
- 10.2 The Bank receiving a satisfactory Background Verification report. For this purpose, you will be contacted by an authorized agency empanelled by the Bank.
- 10.3 Submission of all necessary documents:

10.3.1 Self-attested copies of all your degrees, professional qualifications certificates and documentary evidence of scholarships or prizes won, if any.

10.3.2 Proof of date of birth

10.3.3 Copy of Pan Card and Address Proof

10.3.4 One recent passport size color photograph

10.3.5 Copy of acceptance of resignation letter and relieving letter from your previous employer

10.4 It is brought to your notice that you need to complete your conditions precedent and / or joining formalities within 1 month from the date of joining, failing which your salary after 1st month shall not be released till the completion of joining formalities and the said salary shall be kept in the Bank's Sundry Account.

The Bank reserves the right to vary the terms and conditions of service governing your appointment as contained in this letter including your duties and responsibilities at any time.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in the acts of Commission / Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

The terms and conditions set out in this letter of appointment inter alia constitute service conditions applicable to your employment in the Bank. Any dispute arising thereof are subject to Mumbai jurisdiction only and the Mumbai Courts will have exclusive jurisdiction.

The above terms and conditions are to be read in conjunction with the company policies accessible through the Bank's intranet. These shall be made available to you, post joining.





Kindly note that Axis Bank does not charge any money/deposit for giving employment offers/conducting employment interview, to anyone seeking a job at the bank, nor does it appoint any agent/agency/individuals to make or issue offers of employment/benefits on its behalf.

For any further information / clarifications please feel free to contact:-

Priya Gawade

Priya.Gawade@axisbank.com

We at Axis Bank wish you success and look forward to your having a long and rewarding career with us!

Yours faithfully,

A handwritten signature in black ink, appearing to read "Anand Bardhan".

Anand Bardhan,

Head - Talent Acquisition

Human Resources



A handwritten signature in blue ink, appearing to read "M. H. S." followed by a diagonal line.





Letter of Offer

Strictly Private and Confidential

02-June-2023

Mr. Satyam Rai

Dear Satyam Rai,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as Software Developer at Senior Officer grade in Technology department based at Mumbai. Your Cost To Company (CTC) (inclusive of all statutory payments) shall be Rs. Ten Lakh Twelve thousand and Twenty Four Rupees Only. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

Fixed CTC	1000000/- p.a
Cost To Company (CTC)	1012024/-

WJ



Uma

Corporate Office: Room No. 101, Sector P.P. Complex, Superb Park, Research Hill, Plot No. B-12, Virar East, Mumbai 401008. Tel: +91 22 41555555
Email: saptel@sancharnet.in | Website: www.saptel.com

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You may be entitled to a performance based variable incentive plan/bonus, depending on your performance as well as the overall performance of the Company. This incentive plan/bonus is however subject to necessary approvals and sanctions by the management of the Company.

All amounts payable to you are subject to deduction of Taxes, Cess , Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required.

Your date of joining will not be later than 17-July-2023.

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.



Document Class 6
Spotify PEP Limited
Corporate Identity Number: U67113MHQEXTPC2302164
Corporate Office Regd. Office: Spotify PEP Limited, Sunnivaan Park, Road No. 1407, Plot No. B-13, Virar East, Navi Mumbai, Tel: +91 22 40000000
Email: recruit@spotifystudio.com | Website: www.spotifystudio.com



This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within **One (1) day** of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining.

Thanking you,

Yours faithfully,

For 5 Paisa Capital Limited

Geetha Menon
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.

Mr. Satyam Rai

Date:



Classification Class B
Source PDF Limited
Corporate Identity Number: U47123MH2017PLC000264
Corporate Office Regd. Office: Syntex PDF Limited, Gurukulam Park, Road No. 160, Plot No. B-25, Wagle Colony, Thane - 400604. Tel: +91 22 41020000
Email: support@syntexpdf.com | Website: www.SyntexPDF.com

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ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport size colored photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer.
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 months payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory.
9. A copy of the Pan card.
10. UID (Aadhaar Number)



Uma

Overseas Head Office

Spirax Sarco Pte Ltd

Corporate Office/ Regd. Office: Spirax Sarco Pte Ltd, 100, Scotts Road, #07-01, Singapore 238881
Phone: +65 434 22222 | Fax: +65 434 22222 | Email: asianoffice@sarco.com

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ANNEXURE B
CTC STRUCTURE

HEADS	SALARY BREAKUP-MONTHLY	SALARY BREAKUP-YEARLY
BASIC SALARY	20,813	2,49,756
HOUSE RENT ALLOWANCE	10,617	1,27,004
CONVEYANCE ALLOWANCE	1,600	19,200
MEDICAL ALLOWANCE	1250	15,000
EDUCATION ALLOWANCE	200	2,400
MEAL ALLOWANCE	2,200	26,400
LEAVE TRAVEL ALLOWANCE	1736	20,832
STATUTORY BONUS	2433	29,172
SUPPLEMENTARY ALLOWANCE	37,525	450,300
TOTAL GROSS SALARY (A)	28,582	3,43,104
EMPLOYER - PF	2500	30,000
MEDICAL INSURANCE PREMIUM	506	6,072
BONUS EMPLOYER @ 8.33%	1735	20,820
GROSS SALARY (B)	4781	56,892
Fixed SALARY (A+B+C)	83333	1,000,000
Gratuity=8.33% of Basic (D)	1062	12,744
COST TO THE COMPANY (C+D)		1012024

*Pension Fund contribution will be ignored for those whose "Basic Salary" is more than 15,000 P.M.
 *You will be covered under Group Mediclaim Policy and Group Term Insurance as per company policy
 *Bus facility to & from certain locations can be available by you, free of charge.

Corporate Office:
SAIL, P.O. Chittaranjan
Corporate Office, Sector 1, Salt Lake City, Kolkata
Corporate Office, P.O. No. 102, Post Box No. 312, Nagpur, Maharashtra 441 002
E-mail: hrd@hrd.sail.co.in | Web: www.sailindia.com



7/9

MERKLE

Mr Hrushikesh Sivarkar

1002, A - 25, Happy Valley, near Tikaji ni Wadi, Marpada, Ghodkundee road, Thane (W)
Thane,
Maharashtra 400610
India

Offer Letter

Dear Mr Hrushikesh,

With reference to your application and the subsequent interview & assessment you had with us, we confirm our intent to offer you in Ugam Solutions Pvt Ltd. A Merkle Company at any of the office location (Bangalore/ Coimbatore/Mumbai/Pune) on the following terms.

Salary: Your step model offer is given below

Starting Salary on the joining date	700,000
Retention Bonus on completion of 1 year	150,000
On completion of 1 year	800,000
Retention Bonus on completion of 2 year	150,000
Total 2-year salary	1,800,000

*On Completion of 2 years.

The detailed break up of your first year's compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join between **July 2023 - Dec 2023**

Training Period: If required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory, the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to:

- 1 Your acceptance of this offer within one week of receiving it and
- 2 Your joining will be between **July 2023 to Dec 2023**. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately post joining.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

- 1 Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
- 2 Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
- 3 Copy of last three months' salary slips from your previous employer, if applicable
- 4 Copy of your PAN Card and Aadhar Card (mandatory)
- 5 Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)

Ugam Solutions Pvt. Ltd.

1002, A - 25, Happy Valley, Marpada Link Road, Goregaon (West), Mumbai - 400 064.

Govt Regd. No. AL-A2, AL-A3 & AL-A4 Floor, Building no. 1, Patel II Park, 1822 Road, Wagle Industrial Estate, Thane (West), Thane - 401 610.

Registered Office: 11st Floor, Sarswati Tower, Seripatti Road, Marg, Dadar (West), Mumbai - 400 015.

Board Room No.: +91 22 3402 7300 | Email: hr@ugamsolutions.com | Website: www.ugamsolutions.com

CIN: U72900MH2000PTC325592



MERKLE

6 Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Merkleites.

Thanking you,

Yours faithfully,



Vaishali Mehta

Sr. Vice President - Human Capital Management

(Declaration)

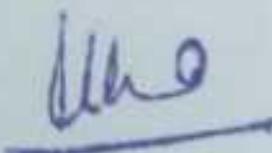
I, **Hrusheekesh Sawarkar**, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugarn Solutions Pvt. Ltd. A Merkle Company, not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: _____

(For Official use only)

Comments by Authorized Human Capital Management representative

Name and Signature



Ugarn Solutions Pvt. Ltd.

GND Floor, B-Block, Phoenix Tower, Mailed Link Road, Kharigarpur (Ward), Mumbai - 400 104.

LINX Inf. Plz., A2, A3 & A4, 4th Floor, Building No. 3, Ashir W F Park, 242 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.

Registered Office : 11st Floor, Sandeep Tower, Seropuri-Bopal Marg, Dadar (West), Mumbai - 400 023.

Board Line No.: +91 22 660222300 Email : info@ugarn.com Website : www.ugarn.com

CIN: U72900MH2006PTC325592

A BURGESS COMPANY

MERKLE

Ugam Solutions Pvt. Ltd. A Merkle Company

Name: Hrushikesh Sawarkar
 Designation: Analyst / Software Engineer
 With effect from: July 2023 - Dec 2023

Annexure I: Salary Structure (in ₹)

Salary Head	Pay Month	Pay Amount
Fixed Components (FC)	47,984	5,75,806
Basic Salary	28,417	341,000
HRA	14,208	170,500
Hybrid Workplace Allowance	1000	12,000
Special Allowance	4,359	52,304
Bonus (B) +	5,683	68,200
Gross Salary (G)		665,300
Retirais & Mediclaim (RM)	1,800	55,944
Cs. Contribution to PF	1,800	21,600
Gratuity ++	-	16,394
Mediclaim Premium +++	-	18,000
T.D.C. Contribution (12% of RM)	216.00	10,800
Gross Salary Before Tax (G - PF)	53,987	522,406

+++ Insurances

- 1. Group Mediclaim of ₹ 100000/- for Employee + 5 Dependents
- 2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher
- 3. Group Term Life Insurance coverage of ₹ 20 Lakhs ₹ 12 lakhs + 1.5 times the Total Compensation, whichever is higher

+++: Mediclaim is an annual policy and goes through renewal each year, the actual amount may differ at the time of joining if there is a change in the premium amount.

+ Includes any bonus payable as per the 'Payment of Bonus Act'

-- Payable as per the 'Payment of Gratuity Act'

₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution

Ugam Solutions Pvt. Ltd.

6th Floor, B Wing, Prime Tower, Mahalaxmi Road, Goregaon (West), Mumbai - 400 084

Office No. A2, A3, A3-A4 B3, 4th Floor, Building no. 3, Khar West Park, 182 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.

Headquarters Office: 21st Floor, Sunstone Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 012.

Board Room No.: V13.23.8452.7300 Email: hrushikesh.sawarkar@ugamsolutions.com

CBM: 1172900MH200097C125592



Deutsche Bank Group
Deutsche India



Divya Nirmal Shah
204, S-B, Parichay CHS
Opposite Seven Star Multispeciality Hospital
Asha Nagar Kandivali East, Mumbai - 400101
India

Deutsche India Pvt. Ltd.
Business Bay, Wing 2
Tower A, 6th - 7th, 8th floor
Off Airport Road, Yerwada
Pune - 411 006
Tel: +91 (20) 71209000

June 01, 2023

Employment Agreement

Dear Divya,

We are pleased to offer you employment on the terms and conditions set out below. Your employment will be with Deutsche India Pvt. Ltd (the "Company"). Deutsche India Pvt. Ltd is a company within the Deutsche Bank AG Group of Companies ("Group").

1. General Information

These terms and conditions outlined in this employment letter ("Agreement") as amended from time to time, together with the Company's "General Terms and Conditions of Service" as laid out in Schedule 1 of this Employment Agreement and as laid out in the Company's India Employee Handbook ("the Handbook"), the Deutsche Bank Group's Code of Conduct and all applicable regulations and policies of the Company, form the basis of your employment.

You are also expected to comply with all other applicable Company's regulations and policies (such as the Company's India Employee Handbook and the Code of Business Conduct and Ethics), and any other policies or procedures specific to your business or infrastructure unit. These policies and requirements are considered by the Company to be reasonable and lawful directions that you are required to comply with under the terms of your employment with the Company. You should therefore familiarize yourself with, and abide by, all applicable Company regulations and policies.

If there are any inconsistencies between the terms of this Employment Agreement and the provisions of the Handbook as at the date of your acceptance of this Employment Agreement, the terms of this Employment Agreement shall prevail. However, please note that any subsequent variations by the Company to any terms, conditions, rules or regulations (including the terms set out in the Handbook) generally governing the members of the Company's staff will prevail and be applicable to you.

2. Position

Your corporate title will be **Analyst**.

Your functional title will be **Graduate Analyst**.

Your local grade as per the internal grading system will be **Grade 6**.

During your employment, you may be required to perform work for other companies within the Group.

3. Employment Location

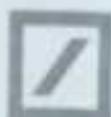
Your employment will initially be based at **Pune**, although you may be required to perform your duties at other locations from time to time and to travel on Company's business when the need arises, including overseas.



[Signature]

[Signature]
Divya Nirmal Shah

[Signature]



Divya Nimal Shah

4. Hours of Work

You will be required to work nine (9) hours per day Monday through Friday including a one (1) hour break for lunch. Further, depending on the workload and business requirements, at any given time, you may be required to work in shifts and/or during weekends. You may also be expected to travel to other locations at times outside of your official hours of work. More details are available in the employee handbook.

5. Remuneration

Details of your remuneration and other benefits are provided in Schedule II.

Your salary will be paid in equal installments on a monthly basis directly into your company account. If you join the Company partway through a calendar year, your fixed pay will be pro-rated to reflect the portion of the year that you have started working for the Company.

Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances (if applicable) made to you by the Company or any other company in the Group.

6. Notice Period

Corporate Title	Notice Period (in days)
Up to Associate (Local Grade 5)	60
AVP (Local Grade 4) and above	90

The Notice Period changes from 60 days to 90 days upon promotion from local grade 5 to local grade 4, as per the Company policy.

7. Other Conditions

Our offer and your employment are subject to:

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



Divya Nimal Shah

Divya Nirmal Shah



e) You having valid work authorization in India, including any one of the following:

- A valid Indian passport; or
- Voters id; or
- Notarized Nationality Declaration; or
- Overseas Citizen Of India card; or
- Work permit (Employment Visa) in the case of foreign passport holders.

It is your responsibility to notify HR sufficiently well in advance in case of any change in your citizenship status or expiry of your work authorization documents.

The Bank reserves the right to alter your terms and conditions of employment at any time, including your duties and responsibilities.

This contract will be governed by and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts as regards any claim or matter arising under this contract.

Please indicate your acceptance of the above terms and conditions by signing and returning soft copy of this letter. This offer will remain open for your acceptance for 10 days, post which the validity of the offer will be at the discretion of the Company.

Yours sincerely,
Deutsche India Pvt. Ltd

Authorized Signatory
Human Resources

Authorized Signatory
Human Resources

Enclosures:

Schedule I: Company's "General Terms and Conditions of Service"
Schedule II: Remuneration & Allowance Details
Annexure I: Document Submission Guidelines

ACCEPTANCE

I accept the employment on the above terms and conditions including all terms and conditions as specified in Schedule I and Schedule II and Annexure I of this employment agreement.
17/07/2023

I confirm that I will report to work on _____, which shall constitute the date of commencement of my employment with the Company, unless the communicated date has been consented by the Company to be extended. The Company may withdraw the offer in case I fail to communicate the date of joining or fail to join on the communicated date.

Name: DIVYA NIRMAL SHAH
Date: 02 June 2023 | 10:44 PM SAT

Signature:



Divya Nimal Shah



Schedule I: General Terms and Conditions of Service

1. Leaves

(a) **Annual Leave** - Your annual leave entitlement will be in accordance with the Company policy. The annual leave entitlement will be pro-rated in your first year or in any incomplete year.

(b) **Sick Leave** - Sick leave will be granted as per Company policy.

(c) **Parental Leave and related benefits** - The Company offers a gender neutral parental leave policy for new parents to better manage their responsibilities. The leave duration and the benefits mentioned below are in accordance with The Maternity Benefits Act, 1961:

- i. **Parental Leave:** 26 weeks of paid leave for the primary caregiver. The mother is assumed to be the primary caregiver of the child.
- ii. **Adoption/ Surrogacy Leave:** 26 weeks of paid leave for the primary caregiver.
- iii. **Maternity Expenses:** Maternity related medical expenses are provided as per the Group Hospitalization policy.

More details on number of days and various types of leaves are available in the Employee Handbook.

2. Termination

(a) Termination with Notice

From the commencement of your employment, the Company or you may terminate your employment by giving a notice in writing for a period as stated in clause "Notice Period" in this Employment Agreement. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your fixed pay for all or part of the notice period in lieu of that notice. For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such a payment.

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

(b) Termination without Notice

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

- you are guilty of serious misconduct
- you are guilty of a serious breach of the employment rules as set out in the Handbook
- you breach any fundamental term or condition of your employment
- you intentionally disobey a lawful and reasonable direction of the Company
- you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute
- you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, consists of your ability to perform your duties; or
- the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion



Divya Nimal Shah

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(c) Consequences of Termination of your Employment

If your employment is terminated for any reason:

- a) before you leave the Company, you must return all of the Company's property and confidential information and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- b) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in the Intellectual Property clause below);
- c) you must not make any statements (whether verbally or in writing) or do anything which might damage the reputation of the Group or interfere with the Group's relationships with its clients and customers; and
- d) you will resign from all or any offices which you may hold as a director or otherwise with the Company or a Group company and from all other appointments or offices which you hold as nominee or representative thereof. If you fail to do so within seven days from the termination of your employment, the Company is irrevocably authorized to appoint another person in your name and on your behalf to do any acts or things necessary or desirable to effect the same.

(d) Retirement Age

The age of retirement with the Company is completion of 62 years.

(e) Non-Solicitation Obligations

During the course of your employment and after the termination of your employment, you shall be subject to the terms and covenants as set out below.

As you are likely to obtain in the course of your employment with the Company, trade secrets and/or other confidential information and since you have and/or are likely to obtain during the course of your employment with the Company personal knowledge and influence over customers and clients of the Company, for the protection by the Group of its businesses and, in particular, its confidential information, customer and client connections and the maintenance of a stable workforce, you agree and covenant with the Company and the Group collectively as set out below.

i. Non-Solicitation

- A. you shall not during your employment and during a period of twelve (12) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit or entice away or endeavor to solicit or entice away or assist any other person, whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit or entice away, from the Group any individual:-
 - a. who is an employee or director of any member of the Group (of Grades 1 to 4 in accordance with the Group's internal grading structure or the equivalent category of employees under the Group's internal grading structure as amended from time to time); or
 - b. who is contracted to render services to the Company and/ or any member of the Group, and in either case with whom you have had business dealings during the twelve month period immediately preceding the termination of your employment with the Company, whether or not you such person would commit a breach of contract by reason of his leaving service.



Divya Nirmal Shah

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Divya Nirmal Shah



- B. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person solicit, interfere with or entice away or attempt to induce, interfere with or entice away any person who is a Restricted Client; and
- C. You shall not during your employment and during a period of six (6) months from the date on which notice of termination of your employment is given either on your own account or in conjunction with, or on behalf of, any other person have business dealings, directly or indirectly, with any person who is a Restricted Client;
- D. However, you are not prohibited by any of these restrictions from seeking or doing business with a Restricted Client that is not in direct or indirect competition with the Restricted Business.

For the purposes of paragraphs 1(B) to 1(D) above, **Restricted Business** means the activities of the operating division or company of the Group to which you are assigned and to whom you provide your services, and **Restricted Client** means any person, firm or company who or which on the date of termination of your employment or at any time during the twelve-month period immediately prior to the date of termination was a client or customer of the Group in respect of the Restricted Business and with whom or with which during that period you have had business dealings.

- II. You agree that having regard to the facts and matters set out above the covenants herein contained are reasonable in all the circumstances for the protection of the Bank's legitimate interest including the trade secrets and/or other confidential information of the Bank/Company and the Group.
- III. You acknowledge that the breach of any of the restrictions specified in paragraph I above by you will cause irreparable injury to the Company and/or the Group which could not be adequately compensated in monetary damages and shall entitle the Bank and/or the Group to all equitable remedies, including without limitation injunction relief, specific performance and restraining orders. Equitable relief shall be in addition to all other remedies available to the Company and/or the Group.
- IV. The benefit of such agreement and obligation set out above may be assigned to and enforced by all successors or assigns for the time-being carrying on the business of the Group and such agreements and obligations shall operate and remain binding notwithstanding the termination of your employment.
- V. If any provision of these obligations after employment are determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining obligations and the remainder of your contract of employment shall be severable and enforceable in accordance with their terms so long as your contract of employment without such terms or provisions does not fail of its essential purpose. You and the Company shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions, which will maintain as far as possible their purposes and the effect. If so required by the Company, you also agree to enter into separate covenants with any member of the Group to which you are assigned and to which you provide your services in a form identical to the covenants set out in this section in order to protect the legitimate business interests of the Group.
- VI. For the purposes of this section, the Company is entering into these restrictions with you on its own behalf and as agent for and/or as trustee of the business of the relevant member of the Group to which you are assigned and to whom you provide your services.



Divya Nirmal Shah

7-2-0

Divya Nirmal Shah



VII. Notification of Restrictions

You agree that in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of your employment with the Company or during the continuance in force of all or any of the restrictions set out above you shall forthwith provide to the person making such an offer of employment a full and accurate copy of the post-termination restrictions set out above including details of any variations to them agreed with you on an individual basis, and if the offer is accepted, inform the Company of the identity of the person making the offer.

VIII. During and after the termination of your employment, you will not without the express written consent of the Company disclose or use any confidential information relating to the business or affairs of the Company or any company within the Group, or its or their clients, including without limitation lists of clients, suppliers and employees, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any entity within the Group.

3. Other Employment

You will not engage in any other remunerative employment or accept any appointment as a director of any company outside the Group without the Company's prior written approval and, unless otherwise agreed by the Company in writing, all fees or other remuneration in respect of any such appointment will be for the account of the Company.

You will not during your employment be directly or indirectly engaged or concerned in the conduct of any business other than the business of the Group without the prior permission of the Company.

4. Compliance

The Company's rules, regulations and directions relating to employees, including the Group's Code of Conduct, which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should therefore acquaint yourself with all Company rules and policies, which are applicable to you.

In particular, the Company attaches great importance to security, compliance and fair dealing procedures and your attention is drawn to the rules set out in the Group's Compliance Policies. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company.

Where applicable, you will also be expected to comply with any local compliance requirements of our overseas offices and all requirements (including any professional qualifications and standards of conduct) for obtaining and maintaining the necessary registration and license (or such exemption from registration and license) for the performance of your duties. A breach of the Group's Compliance policies or local compliance rules is a disciplinary offence that may justify summary dismissal.

In addition, you will at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.



Divya Nirmal Shah

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Disha Nirmal Shah



5. Confidentiality

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

- divulge or communicate to any person;
- use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- cause any unauthorized disclosure, through any failure to exercise due care and attention, of any trade secrets or confidential information relating to the Company (or any of the Group) or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company or any other company within the Group.

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

You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or any Group company or the clients thereof and you will not retain any copies thereafter.

In the same way that the Company's and its Group's confidential information must be kept confidential, the Company expects you to keep confidential the confidential information of your previous employers. During your employment with the Company, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you because of any prior employment without written authorization from the relevant organization.

6. Intellectual Property

For the purposes of this agreement, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or any Group company or which are capable of being used or adapted for use thereon or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company and any Group company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.

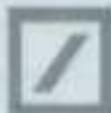
You must immediately disclose to your Business Head all works and all related Intellectual Property Rights. You are required to assist the company and fully cooperate with it in every way to enforce the Company's right to exclude where documentation is required to provide the Company with full ownership thereof.



Disha Nirmal Shah

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Divya Nimal Shah



7. Accountability

You shall properly, diligently and honestly perform all the duties, which the Company may assign to you from time to time and shall faithfully account for and deliver to the Company all monies, securities or other property belonging to the Company, which may come into your possession, custody or control.

8. Data Protection

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities.

You agree that the Company may disclose information about you to other Group companies or third parties (including cross-border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This Clause applies to information held, used or disclosed in any medium.



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Schedule II

1. Remuneration and Allowance Details

- a) **Basic Salary:** Your Basic Salary will be INR 600,000 per annum, payable monthly.
- b) **Flexi Basket:** Your Flexi Basket will be INR 900,000 per annum.
- c) **Fixed Pay:** Your Fixed Pay, which consists of your Basic Salary and Flexi Basket, will be INR 1,500,000 per annum.
- d) **Retirements:**

i. **Provident Fund:** The Company/Bank will make a contribution towards your Provident Fund as per the requirements of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

If you are an International Worker or during your employment lifecycle, if you become an international worker by dint of having attained a citizenship of another country, your Provident Fund contribution will be computed on your Fixed Pay minus allowances allocated for specific purposes e.g. housing, car, leave travel, etc. The exact amount of the Provident Fund contribution will be determined basis your Flexi Basket allocations post your joining the Company/Bank, and the same may also vary basis changes in your Flexi Pay allocations in line with the statutory provisions.

You will also be required to make an equal contribution towards your Provident Fund.

ii. **Gratuity:** Gratuity will accrue as per requirements of the Payment of Gratuity Act, 1972.

Flexi Basket

You can select your own benefit(s) as per your personal preference from a wide range of benefits that are applicable for your grade.

The different Flexi Basket options currently available across grades include House Rent Allowance, Meal Coupons (Sodexo), Leave Travel Allowance, Learning Development Allowance, Children Education Allowance and Children Hostel Allowance. Other Flexi Basket benefits like Fuel for Personal Car and benefits under Car Lease scheme are available at select grades.

You can make necessary allocations towards your selected benefits from the Flexi Basket, as per policy guidelines. The amount in Flexi Basket that remains unallocated, i.e., not utilized towards any benefit, will be paid to you in cash, through monthly payroll net of taxes in the form of Balance Supplementary Allowance.

On joining, you will be invited to make your Flexi Basket election on the Deutsche Bank intranet (HR Online). You will receive an email from TM Payroll within 4-6 weeks of your joining explaining the election process and timelines. If you do not receive this election email within 6 weeks of your joining, please write to hrdirect at hr direkt@db.com and also notify your HR Business Advisor immediately.

Further details on Flexi Basket are available in the Handbook. Please refer to the Handbook or get in touch with your HR Business Advisor for a detailed list and the policies governing the provision of benefits.



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If you join the Company part-way through a calendar or fiscal year, your Basic Salary and Flexi-Benefits will be pro-rated, as applicable, to reflect the period of your service with the Company in the relevant year. Any payment of your salary or other sum due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sums paid and/or other benefits provided to you by the Company.

You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company or any other company in the Group.

2. Variable Compensation

(a) Discretionary Variable Compensation

All employees are eligible to be considered for annual Discretionary Variable Compensation subject to the provisions set out below and the Variable Compensation Guiding Principles as each of these may be reviewed and amended from time to time at the discretion of the Company.

Dependent on your corporate title for the relevant performance year, you may be considered for Discretionary Variable Compensation based on a number of factors including but not limited to (in no particular order of importance) the performance of the Company and, as applicable, the specific contribution of its component business units, your individual personal contribution and the need to retain you in employment within the Company.

Based on your current corporate title, your eligibility for Discretionary Variable Compensation will be referred to as "Group Variable Compensation". Group Variable Compensation is discretionary variable compensation which is dependent on DB Group performance and is assessed and awarded in the sole and exclusive discretion of the Company. You are not currently eligible to be considered for any Individual Variable Compensation. You may however be nominated for a Recognition Award.

Generally, Discretionary Variable Compensation is determined in the sole and exclusive discretion of the Company and may be made wholly or partly in cash, restricted equity, national equity, restricted cash, or such other form as the Company may decide. The Company reserves the right to deliver a percentage (up to 100%) of all Discretionary Variable Compensation under, and subject to, any applicable DB compensation plans (restricted equity, national equity, restricted cash, or in such other form as the Company may decide) that are in effect on the date Discretionary Variable Compensation is awarded. Such plans may provide for forfeiture of awards under such plans in certain circumstances. Discretionary Variable Compensation may be awarded or paid in any currency at the Company's discretion.

Your Discretionary Variable Compensation, including any restricted compensation awards and cash amounts awarded to you, are subject to the global and regional compensation policies and applicable regulation as well as any applicable clawback provisions, which may require you to repay any awards or cash amounts delivered and paid to you.

For the avoidance of doubt, you do not have a contractual entitlement to receive Discretionary Variable Compensation and any such Discretionary Variable Compensation in a given year will be at the absolute discretion of the Company and subject to regulatory requirements (as may be amended from time to time). Moreover, you will not receive Discretionary Variable Compensation if (for whatever reason) on the date on which Discretionary Variable Compensation is awarded in a given year, you are not employed within the Company or if you are under notice to terminate your employment (whether notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory.



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4. Relocation

(a) Relocation Benefits

In accordance with the terms and conditions of appointment and if need arises out of job responsibility, employee is liable to relocate between various locations within India at the discretion of the Company. The relocation assistance is designed to assist employees in the new location.

Please refer to Employee Handbook for more details.

(b) Claw back of Relocation Benefits

If your employment is terminated (voluntarily i.e. by your resignation or involuntarily i.e. termination for a cause), within twelve (12) months from the employment commencement date at the new location, you will be required to pay back the cost borne by the Company (at gross) on account of the relocation i.e. travel, stay, and other relocation benefits, on a pro-rata basis. For every full month of service post relocation, the recovery will reduce by 1/12th the total recoverable amount. The above provisions will not apply in case of redundancy.

5. Confirmation on Exam

We understand that you are yet to appear for your final examinations/ backlog of examinations. If any basis the university / college schedule, you will complete the examinations and upon the results of the said examinations being declared, you will provide us with copies of the supporting documents thereto immediately or within 90 days of joining us, whichever is earlier. Any delay or failure in providing the documents mentioned, will lead to your employment agreement being terminated. If for any reason, you are not able to provide us with copies of the documents afore mentioned within the timelines mentioned, you will inform us of the reasons for such delays and also provide us with the estimated timelines within which time copies of the said documents will be made available to us. Should you fail to provide us with copies of the documents within the extended timelines, the organization will be entitled to terminate your employment with immediate effect.



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**6. OTHER BENEFITS****(a) Group Mediclaim and Hospitalization Policy**

You and your dependents will be provided with medical insurance cover for expenses related to hospitalization on account of illness, disease or injury. Premium payout tie up with health care firms and the insurer shall be decided by the organization.

(b) Group Term Life and Group Personal Accident Insurance Schemes

You will be covered under the Group Personal Accident Insurance & Group Life Insurance Policies in accordance with the Company's policy. Under each policy, the sum assured will be 36 months of your Fixed Pay, subject to your meeting all the Insurance Company's prevailing insurance / underwriting requirements.

Until confirmation by the insurance company that you have fulfilled these requirements, the sum insured will be at the insurance company's discretion.

(c) Shift Allowance

Depending upon your role and shift supported (excluding general shift), you may be eligible for consideration of a Shift Allowance as per Company policy. The shift applicability is based on client requirements and will be based on the discretion of the Business. This policy is applicable only upto AVP level.

(d) Company Provided Transport

The Company provides employees with a 24*7 Pickup and Drop shared transport services. The transport services during the day time will be provided at a nominal charge for corporate titles of AVP, VP or Director. This amount will be deducted from the Flexi Basket component of your compensation. There will be no charge for employees using Transport services only in the night time as defined by respective State Regulations. The registration for the service will be a semi-annual exercise, aligned with the Flexi Basket window i.e. April & October of every year. Kindly note that the deduction will be applicable for the whole month and will not be pro-rated as per number of days of usage. New joiners have the flexibility to activate their option (Opt-in or Opt-out) on the day of joining and is not dependent on the Flexi Basket Window. In the event that you decide to Opt-In or Opt-Out of the transport services provided by the company, you may reach out to Transport Helpdesk to assist with the same.

Please refer to the Employee Handbook for more details. The Company reserves the right to alter any of the benefits and/ or terms and conditions associated with the same.



Divya Nirmal Shah

Divya Nirmal Shah



ANNEXURE I

1. Documents to be submitted post receipt of Welcome email

- (a) Personal Information Form duly filled in with supporting documents for Education and Employment except for the current employment.
- (b) Copy of Passport size photo with white background
- (c) Copy of Aadhaar Card and PAN is mandatory
- (d) Copy of Nationality Proof.

2. Offer letter copy duly signed acknowledging acceptance of the offer. A signed copy of contract letter should be submitted within 10 days on the receipt of the offer notification email.

3. Documents to be submitted on the Date of Joining

- (a) DB Declaration Forms and Nomination Forms
- (b) Relieving letter / Service letter from the last employer / accepted copy of resignation letter on the letterhead / copy of full and final settlement.
- (c) 1 Passport size photo

4. Proof of documents – (Please send only copy of documents and not original).

- (a) Nationality proof - Copy of Passport / Voter ID / Domicile certificate
- (b) Education Check - Highest academic education and professional certification courses viz. CAICWIA/ACS (with Registration/Membership number) - Provisional or Degree Certificate with complete mark sheets.

5. Employment Check – Relieving letter / Service certificate (on company's letterhead) with employee ID for below grades:

- (a) For VP & below: Last 5 years of employment documents
- (b) For Director & above: Last 10 years of employment documents



Divya Nirmal Shah

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Deutsche Indie Pty. Ltd.
Bonanza Bay, Wing 2
Tower A, 6th, 7th, 8th floors
Off Airport Road, Yerwada
Pune - 411 060

Tel. +91 120 7124002

Reference Total Compensation Statement

*Maryam
Lacoste*

This statement is intended to inform you of your 2023 Reference Total Compensation, as defined herein. If you have any questions about this information, please contact your manager.

Your annualised Reference Total Compensation shall be INR 1,562,500 based on a full-time working week and on the basis that you have been in employment for the entirety of the relevant performance year (1 January-31 December). Your actual Total Compensation for the relevant performance year will be based on, among other things, your actual working arrangements for that performance year.

Reference Total Compensation describes the reference value of annual Fixed Pay and Variable Compensation for an employee who remains eligible for Variable Compensation at the time Variable Compensation is made for the relevant year when all performance expectations on Group, divisional and individual levels, as applicable, are determined to have been satisfied by the Company in its sole discretion and subject to the Group's affordability.

Reference Total Compensation is not, and should not be viewed as, any promise or guarantee to pay any particular level of Variable Compensation or Total Compensation. The actual Total Compensation may vary from (and be more or less than) Reference Total Compensation. Reference Total Compensation will be reviewed each year in the sole discretion of the Company.

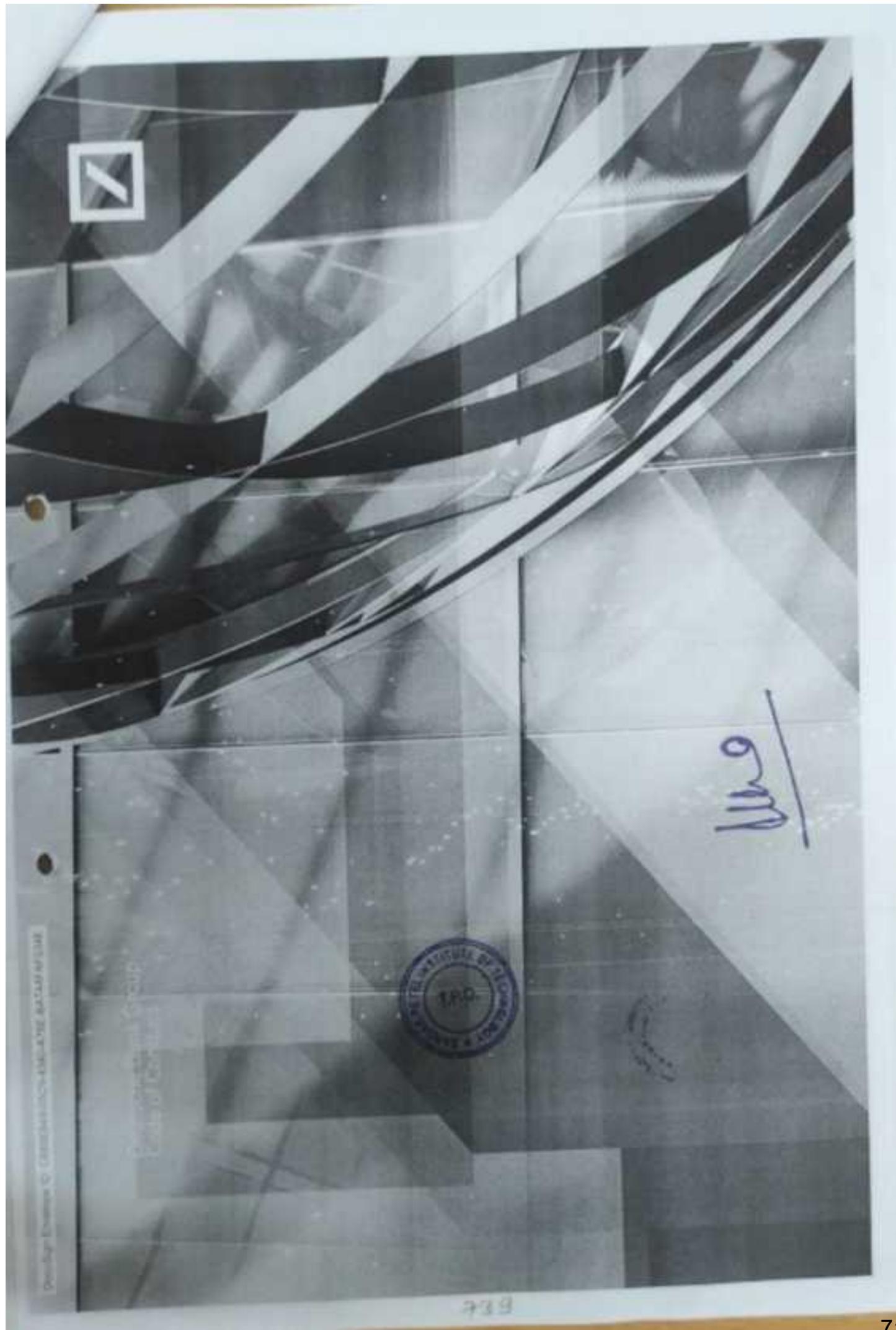
For the avoidance of doubt, employees do not have a contractual entitlement to receive any Variable Compensation. Variable Compensation is determined at the absolute discretion of the Company (including, without limitation to, employee's conduct and performance) and subject to regulatory requirements (as may be amended from time to time). Employees must continue to be employed by the Company and not be under notice of termination of employment (or any reason and whether given by the Company or the individual) at the relevant date that Variable Compensation is awarded.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND SOURCE REFERENCE IS THE STATEMENT IT IS STRICTLY CONFIDENTIAL.



George Hermon Shantz

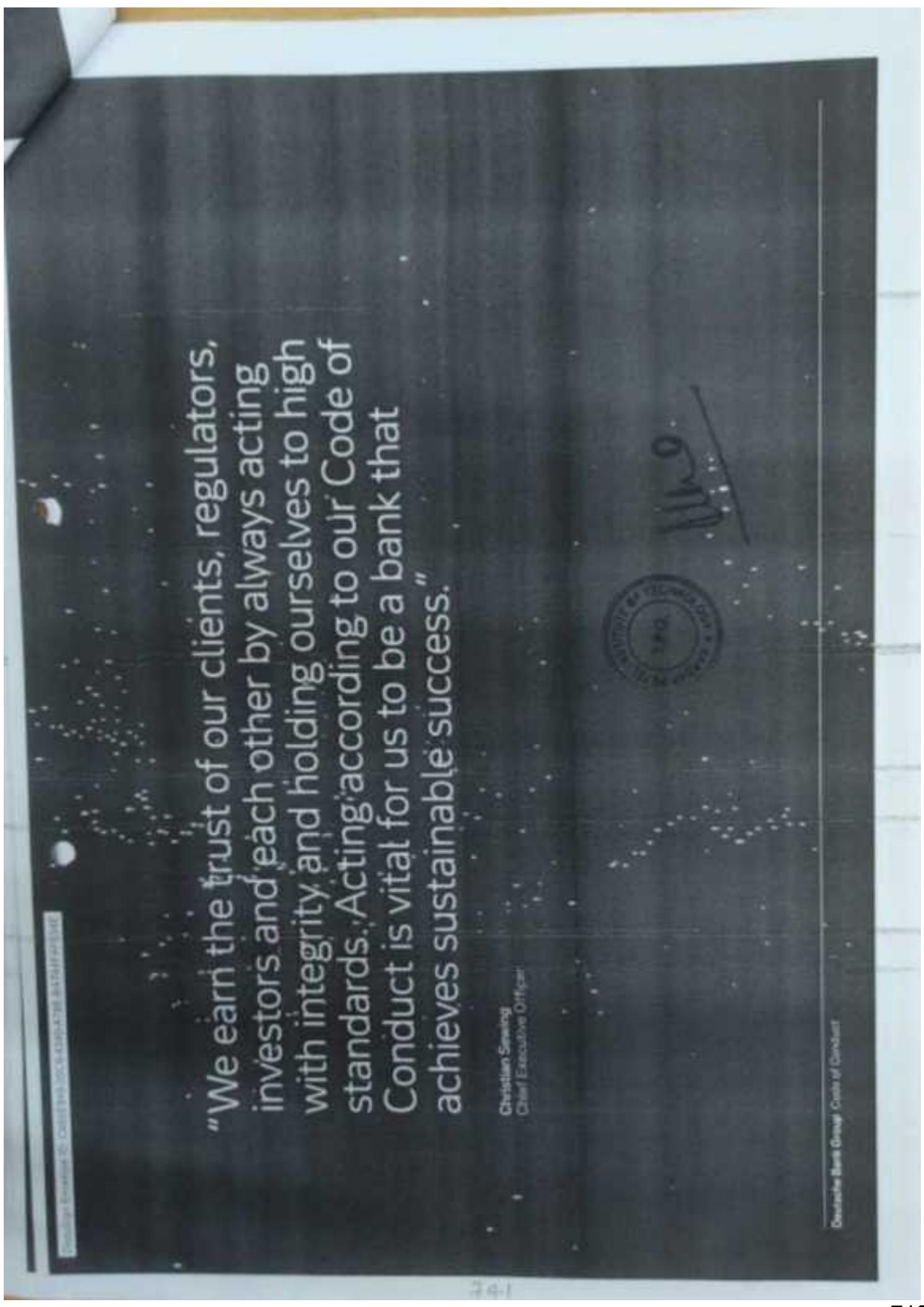
07 June 2023 | 30044 pm UTC





Be on the right side.





"We earn the trust of our clients, regulators, investors and each other by always acting with integrity and holding ourselves to high standards. Acting according to our Code of Conduct is vital for us to be a bank that achieves sustainable success."

Christian Sewing
Chief Executive Officer

A message from Christian Sewing, Chief Executive Officer



On behalf of the Management Board, I am pleased to present Deutsche Bank's Code of Conduct (the "Code"). The Code sets out the standards of behaviour which all staff in a bank and all our employees are required to observe. As a global company and diverse institution, it is challenging to set out in the Code and all accompanying standards for the different world environments in which we operate. However, the Code applies in every situation, from the local and regional framework in which Deutsche Bank operates. We have a very broad range of (subsidiary, from local and Asset Management in Germany and to Investment Banking and Wealth Management in the United States and Australia,

I therefore ask not just one but a set of rules for specific situations, but also a general guide. The Code is a success depending on each of us taking our judgement to incorporate what is sometimes a complex regulatory environment and seeking advice as appropriate. Critical matters should also be weighed up promptly and appropriately.

As a bank, we have a responsibility to our clients, investors, customers and to each other. Fairness and maintaining the trust of these stakeholders is fundamental.

Our Code of Conduct aims to be a "line of everything" we do. It is designed to ensure that we conduct ourselves ethically, with integrity and transparency and Deutsche Bank's policies and procedures, as well as the legal and regulation that apply to us worldwide. Understanding all of this is a sensible starting point in order that we should do what is right and proper – it is not enough to just do the best!

The Code also articulates what our bank stands for and what we want our overall culture to be. We want to foster an environment that is open and honest, where staff "call out" mistakes and "pulling up" are valued, and our ambition as a top bank's success is built on respect, collaboration and teamwork, serving our clients, shareholders and communities.

The Management Board and I expect our senior management to personally commit to putting this Code at the centre of all we do. We are driving a culture of ethical conduct, reflecting in these standards, in what for us is the basis of achievable sustainable success.

Thank you.

A handwritten signature in blue ink, appearing to read "Christian Sewing".

Christian Sewing



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W. S.

Our purpose

We are here to build a sustainable economic model and mission-driven to be a game-changing partner in impact. As a company, our investors and our communities.

We believe that by being a leading European bank with a global reach, we value our German roots and remain committed to our environmental presence.

We serve our customers best by delivering solutions to the climate and biodiversity crisis while attracting top talent. By doing so, we seek to ensure that our bank is competitive and sustainable while being anchored by strong capital and liquidity. We are committed to a future that is demonstrably aligned

To achieve this, we aim to attract and develop talented individuals. We foster teamwork, partnership and inclusion, trusting that each of us will deliver to the expected standards.



Deutsche Bank Group
Our Core Values



Our values and beliefs

Our values

We aim to create an environment in which "speak up" and challenges are not just welcomed and encouraged, but are also a core part of our responsibility, especially when actions in a share to act are inconsistent with this belief.

Intrigue - We earn the trust of our clients, other stakeholders, communities and each other by acting with honesty and integrity and holding ourselves to high ethical standards. We seek to understand options, evaluate, construction and transform relationships both within ourselves, our clients and with our regulators.

Sustainable performance - Our board is committed to generating sustainable value by maintaining balanced roles and returns and by pursuing long-term success over short-term gain. We do this by implementing an appropriate oversight, controls and governance.

Client advocacy - We place clients at the centre of our service. To be successful, we must understand the rapidly changing needs of our clients. We aim to provide, via direct to support our clients in value creation. In providing our services, we deliver what we promise to our clients and treat our clients fairly.

Innovation - We continuously explore new and better ways of doing things while fully taking account of potential risks. Innovation is essential to our success. This means being innovative in light of the interests of our clients and stakeholders, and must include assessment of financial, operational, regulatory and reputational risks.

Decisive - We accept responsibility and assign clear accountability. We honour our commitments and meet timelines, targets and deliverables. We learn from our mistakes.

Partnership - We benefit from collaboration in an inclusive environment, where our diversity enriches our decision-making and adds value. We engage with and learn from others through open dialogue. We work to live in a spirit of partnership, not just with our colleagues but also with our clients, stakeholders, political decision-makers and the wider community.

What would it look like if you lived these?



Applicability of and adherence to the Code: Compliance with applicable law and regulation



Our open meetings, all electronic and members of the Management Board to make the other joint work of the Club as transparent as possible and to give the Club a more professional appearance and greater credibility. All the joint members of our board of Directors can be accounted for in the book of honor of the Club. The meeting minutes can be downloaded from our website.

we like. There are approximately 600 species of fish, mostly freshwater, in the Amazon basin, and the most abundant are the piranhas, which are found throughout the basin.

Each of us is presented to the world with his or her own unique set of circumstances, challenges, and opportunities. And as we move through our lives, the factors that influence us change. This is where *adaptive leadership* comes into play.

There is no evidence of such behavior in the Chinese and German subjects.

The logo of the University of Technology, featuring a circular emblem with the text "UNIVERSITY OF TECHNOLOGY" around the top and "EDMUND TELFER" at the bottom, with a central figure.

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Valuing our employees and building trust in the workplace

Digitized by srujanika@gmail.com

Diversity and inclusion, equal opportunity, non-discrimination and building trust in the workplace.

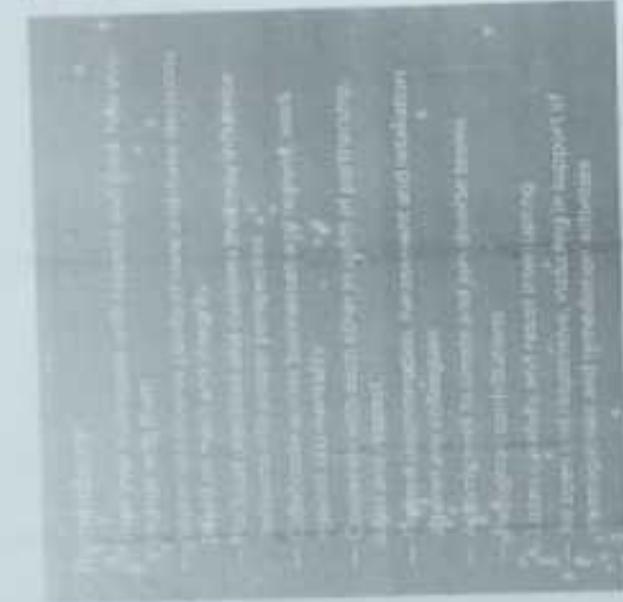
Mutual respect is the foundation to developing trust and to growing in partnership. That is why we do not tolerate discriminatory behaviour, discrimination or harassment, including sexual harassment, or any threatening, hostile or abusive behaviour.

We work together within a discrimination based culture, creating such a true colour, race, national origin, ethnicity, age, religion, disability, health status, appearance, sexual orientation, gender identity and expression, education, or family characteristics, protected by law. We believe that diversity strengthens our business with their varying backgrounds, talents and contributions, enriches our interactions with clients, our teams, the wider communities in which we live and work. We support our employees' talents and value us as an employer of choice.

We consider it vital to have an inclusive environment providing equal opportunity and enhancement opportunities for all individuals.

We strive to maintain transparent communication as quickly and as confidentially as possible and in a manner that is respectful to our employees.

We do not tolerate retaliation against anyone for making an equality, discrimination complaint or complaint relating to harassment, discrimination, or any other form of discrimination.



WMO

Doing the right thing – acting ethically

You must be honest at all times in your conduct of business and holding true to the highest ethical standards.

Acting with integrity

You must always act with integrity. It means that you will be honest, courageous, and straightforward by adhering to the Code and applying its standards to everyday business decisions. You should raise concerns, ask questions and disclose anything that may be inappropriate.

Ethical decision-making

Acting ethically is not only the right thing to do, but also the right way to do business – it serves the interests of our clients and stakeholders while being financially successful. In the longer term, by making decisions and determining the appropriate course of action, you ensure the welfare of right and wrong, just as the debate is discussed in legal

If there appears to be a conflict between the Code and local laws, rules or regulations, the more restrictive provision applies. When you are faced with questions about your conduct, please contact your CCO. You should follow both the Code of the Code and related bank policies that cover the issue. Encourage customers to treat customers, Lenders, Customers, ABC or other relevant function, without it through the process of Customer service on standards set by the Company's Policies.

Taking personal responsibility

You are accountable for your actions or omissions, and will be held responsible for the consequences of illegal acts. Your conduct may be reported to regulators, which could ultimately result in loss of executive compensation or loss of your individual registration, if applicable.

Abuse of position

There may also be a situation to exercise influence, power or authority over one individual or decisions after long-term employment, which may appear as an abuse in the interests of stakeholders and may be perceived by persons of interests. This applies equally if you are not the manager of an otherwise in a highly ethical and legal relationship with that employee. Any abuse of your position, in whatever form, will not be tolerated. That includes taking your position of influence, power or authority for benefit (including yourself) or having a family or spouse, as well as letting your position be used for personal gain (such as benefits to family, friends, or others). Stakeholders, employees, contractors, suppliers, vendors, partners and others are entitled to benefit from a family member's position.

Photo 1: A group of people in a meeting, one person is speaking and others are listening attentively. **Photo 2:** Two people in a professional setting, one is gesturing while speaking and the other is listening.



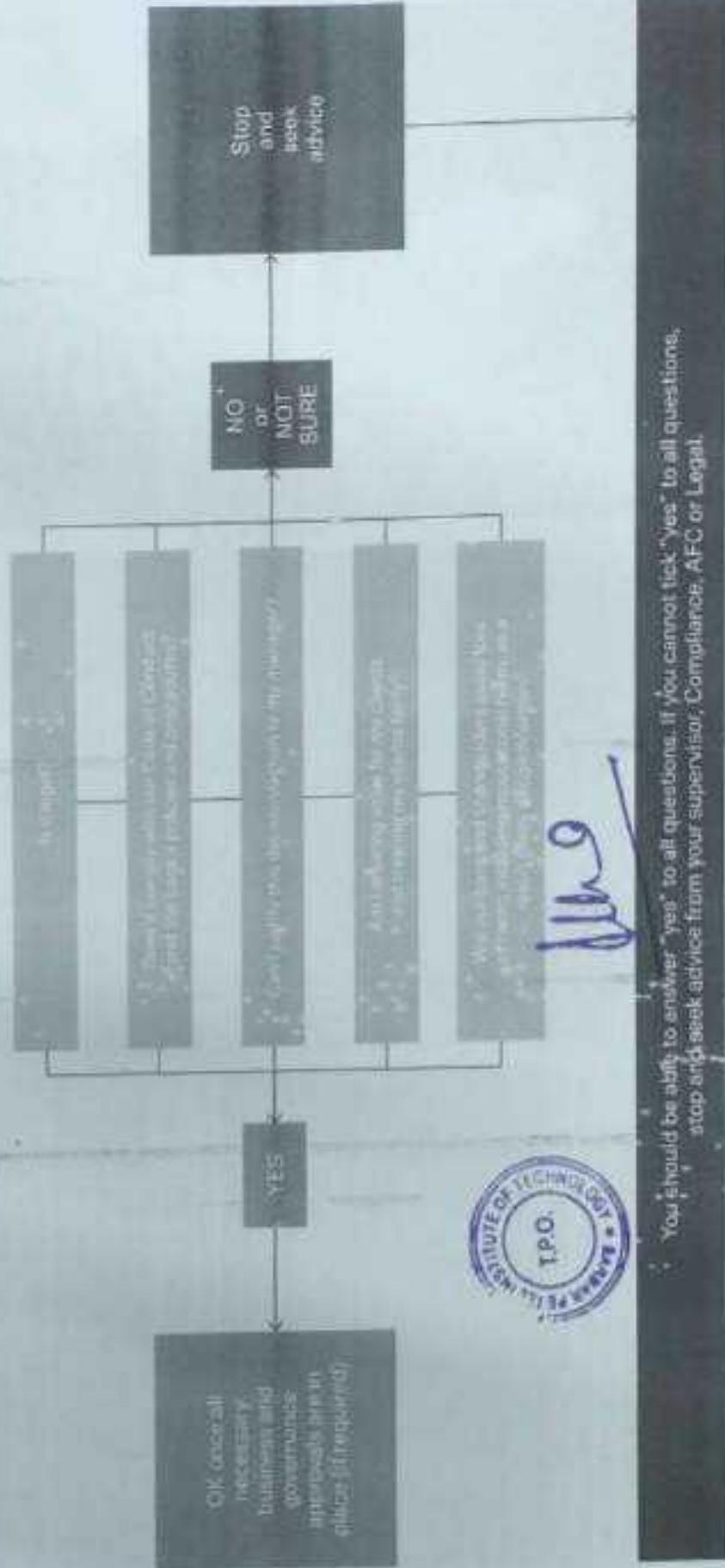
A close personal relationship involving an individual's financial relationships, or financial commitment, A family connection or an employee's spouse, or partner, domestic or otherwise, children or step-children, spouses, uncles, nephews, and nieces, should be free, willing to do things in their own interest, grant financial, direct, indirect, or other, aid, support, and advice.

Do you have time to discuss?



Decision-making tree

When faced with an ethical question or a challenging decision, you should ask yourself:



You should be able to answer "yes" to all questions. If you cannot tick "yes" to all questions, stop and seek advice from your supervisor, Compliance, AFC or Legal.

Responsibilities as a manager

If you are a manager, your employees will look to you to set an example. You do demonstrate the standards set out in the Code. You are responsible for creating an environment of mutual trust and respect that attracts and retains highly committed and dedicated staff. You have to speak up and stand by your principles. As a leader, you have to be an example. You should be approachable, with a commitment to supporting your employees in their work and development. You should be an authority figure who is worthy of respect, especially leaders and managers must deal with integrity and aspire trust.

As a manager, you are responsible for creating an environment where all employees feel safe, supported and secure, promoting the foundations for giving and taking responsibility, trust, openness and accountability.

At the same time, you understand the standards and guidelines of your employees and are required to have a responsibility to control and manage the way business is conducted in accordance with relevant requirements. Part of this control environment includes encouraging individuals to take responsibilities and sharing the signature on how to act.

Investment in skills and encouraging employee development and career development are essential components of this Code's principles. This is reflected in the local and regional agents, which help to develop and nurture future leaders who are accountable, well grounded in the Code, standards and who inspire the best in their colleagues.

You should encourage and document contacts, feedback and reviews as well as making available information in this Code of conduct to your colleagues.

Note that you can be held responsible for the actions of your staff or those you supervise, particularly if you have not exercised the kind of supervision expected by law or by your regulations.



Private Sector Group - 1000000000

Risk awareness and acting as a risk manager

At Deutsche Bank, each one of us has a role to play in building a stronger, more resilient and sustainable bank. We aim to foster a culture of strong risk awareness and consider risk, where all employees act as risk managers.

If you're responsible for the management of risk take a broader view of the risk, which could involve your actions or decisions, and to manage those risks in line with the bank's risk appetite and risk management framework.

For further information, reference the Risk Management section of the Annual Report.



Dear risk manager, what does it mean
to act as a risk manager? It means that you
are responsible for the risk, which could involve
your actions or decisions, and to manage those risks in line with
the bank's risk appetite and risk management framework.
For further information, reference the Risk Management
section of the Annual Report.



Deutsche Bank Group | Center of Controls

Speaking up and raising concerns (including whistleblowing)

You are encouraged to use all resources, and you are expected to take advantage of all possible solutions at your disposal. This document does not reflect all information. Furthermore, the recommendations contained herein, including our current and future prospects, are subject to change.

Adaptations are required in either of the types of models to account for the observed responses.

In addition, no one, at this level, has the authority to tell you to do something that is a branch of the Code or our existing policies or laws as contained in Reg 2. If you have any questions, contact us about a potential course of action, not through the media.

There are various online channels you can use to report suspected misconduct or potential ethical concerns, including your supervisor, Head of Department and/or the Compliance A&C, your Hotline, Admin or Legal. You can also use the [Employee Feedback System](#) (EFS) webpage on the Network for the Integrity Hotline, which is an anonymous, secure, confidential and quick way to report concerns, and which can be used either anonymously or non-anonymously.



Further Information Resources

Non-relational
We create interactive environments where every employee can work, learn, socialise and raise concerns, including career development, personal growth, health and well-being.

We prohibit retaliation against any individual for reporting a concern. We will provide redaction against names being printed or displayed in a subsequent investigation of such concerns. Retaliation means any action taken against a reporter based on their exercise of a responsibility

Individuals who engage in terrorism are subject to disciplinary action by the teaching community. Students can also be held responsible for their actions in the university environment, unless they have been compelled to do so.

The logo of the University of Technology, featuring a circular emblem with the text "UNIVERSITY OF TECHNOLOGY" around the top and "JAMAICA" at the bottom, with "1970" in the center.

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Protecting and handling confidential information



Q&A

Q1. A colleague at work has asked you whether it is appropriate to share confidential information with family members. Even if you believe that a family member is likely to misuse the information, is it not your obligation to share?

It is never appropriate to share confidential information with family members. Even if you believe that a family member is likely to misuse the information, it is not your obligation to share.

Q2. You have just disclosed that information to a friend. Your friend is a customer of your bank. He says he wants to withdraw his confidential information and you have a legal right to do so without this information being known by anyone else. By disclosing this information, you are breaching the Code and exposing yourself and our bank to legal liability.

Q3. Maria in Finance is working with the Director of Risk Services on the preparation of the bank's annual review. She has 2012 financial statements for all branches at 30 June 2012 prepared. She has had them checked by her manager, Helen Morris, who has said the document is in James' 25th birthday cake. Maria has also included the following statement along the top of her annual review in advance:

You may not share, make available or disclose such confidential information to anyone outside of our bank, without our "need to know" basis, i.e., with other staff who are involved in the transaction or providing the service and such disclosure is required for the proper execution of our bank's responsibilities. Sharing it may be done with other employees, clients or contractors with a client's permission as in breach of legal requirements, including a confidentiality agreement with the client. While information may be shared, you must limit the amount of information so as to ensure the stated purpose is achieved and make sure the recipient knows that the information is confidential and subject to restrictions relating to its use or dissemination.

Also remember, information from prior employees [including information from the clients of prior employees] is confidential information and should not be shared with new staff or bank employees – to do so is whether of course it has already been made public through no action of your own.

A1. No. You must not disclose that information to your friend. Your friend is a customer of your bank. He has a legal right to withdraw his confidential information and you have a legal right to do so without this information being known by anyone else. By disclosing this information, you are breaching the Code and exposing yourself and our bank to legal liability.

W9



Conflicts of interest

Q&A

Q1 You are part of the CEO's team and you are selecting a new supplier for the bank. Your colleague who is in one of the vendors' franchises is a client.

A1 There is a potential conflict of interest, as one because the fact that your colleague works for one of the vendors could be viewed as influencing your judgement. You should make sure that the bank is aware of the vendor's conflict, and you should not be involved in the selection of the vendor.

Many of the major problems that have occurred in the industry, including here at our bank, originate from conflicts of interest arising in their role or from decisions or actions taken concerning business and the bearing of one interest that involve departmental or individual financial services providers, our business ownership, or our role as service, marketing and procurement conflicts. Examples of potential conflicts include in Markets, acting as principal with a client or as an agent between a buying and selling client; in Banking, acting on behalf of an issuer of securities while managing that issuer's Management and Investor Relations function; in those functions, between the bank and its clients; during negotiations to create or sell products that may be in the interests of our clients or the market.

When identifying conflicts, be sensitive to the potential conflicts that underlie initiatives in those functions, including:

- Between our clients;
- Between the bank and our employees;
- Between the bank and our shareholders;
- Between a service provider and an employee of the bank; and
- Between and among different groups within our business divisions of our bank.

Q2 An Islamic client who wants to end its business relationship with us due to pressure from one of our research analysts (as a more profitable firm can't offer it)?

A2 This situation requires an initial conflict of interest between the bank and its Islamic banking product. According to the client's demands would be appropriate.

We maintain organisational and business-related arrangements and take other measures to help avoid, minimise or mitigate potential conflicts. We are committed to treating our clients fairly and impartially, having clients' interests, including, for example, where the client's interests may be in conflict with another client's, where:

Other potential relationships, including family connections, with fellow employees or individuals at other banks with whom you be involved in more courageous dealings with them and our work to be influenced by external interests. All these kinds of conflicts of interest, including those that arise because of a close personal relationship or a family connection at our bank, a client, a vendor, etc., must be reported promptly to your supervisor and, as necessary,

the relevant audit committee of the boardroom. Any such arrangements, by a client, external shareholder or otherwise, must be authorised in accordance with the bank's policy.

Q3 You work at a location in Berlin. You just received a call from a customer that is a small-scale business looking for some short-term working capital. The original source for the client is a short-term loan, but your colleague has suggested that you should pitch a overdraft option, which would affect much higher fees for the bank. Should you advise the customer to opt for a credit (loan) instead?

A3 No. The best option for the customer is the loan. The suggestion that you should make might be recommended as a result of the existence of the customer's friends for next door's convenience and would be a failure to manage the conflict, harming both the interests of the client and the bank.

In the Business Selection and Contracts Office, Compliance, Human Resources or Legal so that they can be addressed appropriately. You should not abuse your position at our bank by seeking other things, exerting inappropriate influence on behalf of, or showing inappropriate favouritism towards an individual with whom you have a close personal relationship or a family connection.

Conflicts can be inherent and, in dealing with potential conflicts, you should act with integrity and take good judgement in a manner consistent with the Code and our policies, and ask for guidance as necessary.

For further information, refer to the Conflict of Interest Policy – Quid to the Bank Draft.



Financial crime prevention and detection



Anti-financial crime

Our bank adheres to the development of sound regulations and internal procedures to combat financial crime, including tax evasion. These requirements are also intended to prevent our bank from committing or facilitating – intentionally or negligently – criminal offence(s).

You are personally accountable for ensuring to all applicable statutory and regulatory requirements to prevent financial crime. To accomplish this in managing the risk mitigation, our bank's Anti-Financial Crime (AFC) department is supported by the Management Board to develop and implement policies, procedures and processes to manage AFC risk within the bank, and enhance them in a continual basis, at both global and local levels.

For further information, refer to the PMS section titled "Risk Management of Financial Crime Risks - Disclosure".



Deutsche Bank Group

Anti-money laundering/antiterrorism financing
Money laundering is the illicit movement of cash and/or assets derived from illegal and criminal activities with the intent to finance a terrorist financing system. The attempt to disrupt financial crime financing systems of the funds, to designate the true source of ownership of the funds, and to disrupt the ultimate disposition of those funds and to eliminate or neutralize them in part of the laundering process. Underlying crimes are defined by location and could concern, for example, foreign counterfeit, smuggling, corruption, organized crime, or terrorism, human trafficking, robbery, drug crime, as well as fraud, forgery, or embezzlement.

Terrorism financing is defined as the providing, depositing, distributing or collecting of funds, by any means, intended to be used, or knowing that they are to be used, or partially used, for committing terrorist acts. It is not relevant whether such funds are of legal or illegal origin.

To combat money laundering and terrorism financing together ("AML"), our bank has developed a set of policies, guidelines, procedures, AML standards and processes. You are required to adhere to these standards to protect our bank and its reputation from being misused for money laundering and terrorist financing or other illegal purposes.

For further information, refer to the PMS section titled "Risk Management of Financial Crime Risks - Disclosure".

Economic sanctions regulations & anti-boycott rules

National authorities and international organizations (e.g. the United Nations and the European Union) impose restrictive measures against targeted entities as well as countries, organizations, groups, entities and individuals which interfere with internationally accepted behaviour and norms, including those who have been identified as being involved in weapons proliferation:

- terrorists or supporters of terrorist organisations;
- violations of human rights; or
- being involved in bribery and corruption.

Such measures are more commonly known as embargoes or sanctions. Our bank has identified Restricted and Restricted Sanctuaries. Our bank has identified Restricted and Restricted Special Risk Countries in order to better safeguard against sanctions risks.

You are required to comply with applicable embargoes and sanctions as well as our bank's requirements on Special Risk Countries. Non-compliance can expose our bank, as well as individuals, to civil, regulatory and criminal penalties, including substantial monetary fines and, in the case of individuals, prison. Non-compliance with embargoes and sanctions also causes a substantial reputational risk for our bank. It is also important to note that there are developments

Financial crime prevention and detection (continued)

Economic sanctions regulations & anti-boycott rules
 It is in place that prevent against anti-monetary financing of economic activities, application of specific sanctions on importers approved by other jurisdictions. It will have any outcome, which can affect our business proceeding.

For further information, refer to the Economic Sanctions section in Annex.

Q&A

Q. A client calls EBC to ask information about them, will be receiving goods like defence equipment or based on Russia. The client wants to know if we will accept the transaction related to this segment. Please advise the information to Regional Directors – what will likely be the maximum period of time?

A. We would need further information on the goods, transaction terms and conditions to understand what is involved and determine whether the transaction may violate any applicable sanctions.

Key learning point: Sanctions can be based on whom, so you need to understand the purpose of particular transaction.

It is decided that there will be no concern related to Q.C Team Economic Sanctions & Anti-boycott Team of the Global APAC GRC – Economic Sanctions team.

You are told that the issues associated with your business are anomalies from certain environments, diversify or something, any form of reiteration, agreement to relevant or accepting anything that constitutes to CBA shall be prima facie as constituting bribery or corruption.

For further information, refer to the Anti-Bribery and Corruption section in Annex – Policy of Bank India.



Q&A

Q. Deutsche Bank's relationship directly and cross border via a support of agents and different platforms to act on its behalf and provide local even the could Deutsche Bank for sake of any entities used by Business Development Consultants (BDC) or external partners used to help the bank with business?

A. Yes, Deutsche Bank could be able to identify best insights operating on behalf of the bank, see below.

Please CDP you reduce the risk of Deutsche and skins must be concerned within selling to and dealing with BDCs and other agencies. Our bank's policies must always be followed. For further information, refer to the Anti-Bribery and Corruption section in Deutsche Bank India.

Anti-fraud

Fraud is defined as any intentional act of dishonesty, including misrepresentation, which results in loss or damage, or attempts to result in or cause, in order to gain a personal or business advantage, or to avoid a personal business disadvantage. Fraud may be committed by an individual, a group of individuals, or by one or more organisations.

If you have knowledge of fraud, then act on potential fraudulent activity, here referred to (subject) that fraud has occurred, or is about to occur, (also known as reasonable suspicion to ABC), by following the escalation procedure defined in the Anti-Fraud Policy. You are responsible for ensuring that you do not commit or contribute to fraud. For further information, refer to the Anti-Fraud Policy – Deutsche Bank India.



Fair and free markets



You must not engage in activities, practices or conduct that are manipulative, deceptive, unfair or abusive, or that result in conflicts between you and your bank and/or its clients, that are contrary to industry standards or applicable regulations, or that are otherwise damaging to our bank's reputation.

Our bank has a policy in place to specifically address Market Conduct as well as standards for specific bank products. For further information, refer to the Market Conduct Policy in our Code.

Q&A

Q. You purchased 5,000 shares in XYZ Ltd. You recently learned a financial opinion that XYZ Ltd. is the subject of a take-over by ABC Ltd. and PQR Corp. plc. The story spread quickly and it was felt the price of XYZ would rise sharply. You sold all of your shares quickly thereafter. Please advise what you think is inappropriate about the results of your actions if XYZ Ltd. fails to live up to its previous level. Have you done anything wrong?

A

You have engaged in market manipulation by attempting to profit from more than a single share.

Market conduct, market manipulation and market abuse

Maintaining the integrity of financial markets is critical to protecting fair and efficient markets and in regular conditions, appropriate market conduct enhances fairness, efficiency and confidence in the markets.

Market manipulation (market abuse) can have a significant negative impact on our clients, the financial markets and our bank as a whole.

As such, all business conducted by our employees must be driven by legitimate reasons and must be conducted in a manner that respects our clients, partners and action.

Abuse of information and inside trading
In the course of your work at our bank, you may come into possession of inside information, also referred to as material, non-public, prior sensitive information (PNSI) or confidential information (CNI). While this information may vary from communication to [REDACTED] bank, inside information can be described as information which has not been made public, whether directly or indirectly to one or more users or to one or more financial institutions, and which, if it were made public, would likely have a material effect on the price of listed financial instruments or on the price of related derivative financial instruments.

While you are in possession of confidential information, especially inside information, you shall suffer a duty of confidentiality in respect of the information you receive and may only use or disclose such information with due consideration and care to avoid a risk to the bank. Using such information for your personal gain or sharing with others who use it for their personal gain – so called “spiking” – is illegal and prohibited by the Code and our bank’s procedures.

For further information, refer to the Information: Whistleblower Policy – Disclosure Policy.

Q&A

Q. I have learned that Deutsche Bank is currently developing the acquisition of a small, publicly traded company. As an employee of the bank, may I acquire the stock of this company in preparation of the acquisition? May I share this information with my friends so that they can acquire the shares?

A. No. Trading on and buying others who trade on inside information is illegal and a violation of this Code.



Fair and free markets (continued)



Antitrust laws of certain countries in which we conduct business have imposed extensive moral codes and a prohibition on usury. Invariably, with all these severe prohibitions against them, our business is in a mess in which we sustain. The consequences of such restrictions are serious and far-reaching. US, EU and other enforcement authorities vigorously prosecute anti-competitive conduct. Any infringement of antitrust laws can have serious consequences, including: — Multimillion-dollar fines. Alternatives for our bank and us will. Multimillion-dollar fines have become standard for companies found guilty of infringing with us. Other liabilities consequences may arise from non-compliance with antitrust laws, including: — Individual liability to consumers or long-term shareholders — Starting consequences to affected parties — Reputation damage — Reputational damage, and/or — Void or unenforceable contracts.

For further information, please see the [USDOJ website](http://www.usdoj.gov/trusts/sep/orm.htm) (<http://www.usdoj.gov/trusts/sep/orm.htm>) or [the ECB website](http://www.ecb.int/morda/monetary/antitrust/antitrust.html), where the code of conduct is critical for you and our bank.

Antitrust

Ensuring that employees in all units comply with applicable antitrust laws is a key priority of the bank. The financial sector is illiquid due to a lack of antitrust laws and a stable marketplace. Understanding the basic elements of the antitrust laws and the industry standards can inform on your activities, and help shift to identify areas of concern, where the code of conduct is critical for you and our bank.

Antitrust laws prohibit firms from combining to restrict certain anti-competitive practices illegal. This practice is caught by antitrust laws, which is a wide range of market structures. In particular, demand the below. This has been indicated agreement that it is not competitive. Modern in concert with a company's agreement with a competitor on pricing, all agreements to exclude others from a commodity, facilitating the exchange of commodities and the sharing of information and resources among competitors.

Q&A

Q. Are Deutsche Bank Swap traders, who do hold a statement of risk, exposed to swaps trading losses that are used by the administrator of a swap benchmark? The benchmark administrator can trade quotes from regulated, derivatives, multilateral trading systems and represents the firm or for Swap (fixed leg) at particular time of the day?

Every one morning a long-standing colleague, who now works for another bank, emails you with the following response:

"Hi Murray,

Need a favour from you. Can you nudge your GBP fix down a couple of pips on TradeX today? I know you don't do much volume on that venue so you're unlikely to benefit and it would be a great help to me. I can return the favour sometime in the future to help you out."

Is it acceptable to agree to this proposition?

A. No. As a form of collusion among competitors in order to manipulate, or to attempt to manipulate or fix prices, it goes to monopoly, benchmarks, price-fixing, or reference rates capable of distorting the overall course of pricing is not acceptable.

Secondly, attempting to influence the bank, the benchmark to influence normal market conditions is attempted to make this behaviour illegal and be in violation of antitrust law.



Treating clients fairly, communicating with clients, and handling customer complaints



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- Two advances are likely to produce such results. First, the number of firms will rise as firms find it increasingly difficult to compete by relying on their current assets. Second, the rate of return on investment will fall as firms have to pay more for capital.

Tenino et al.

As a result, we have an eco-tourism market centred around the management of these resources. In the original marketing plan, we proposed that services were offered. Our local tourism authority has been instrumental in developing a marketing plan to encourage local tourism.

In practical terms, it means that we may not have certain advantages of government if we encourage them through privatization, corporatism, share of control and so on, but we can still have a significant role in the economy by playing our role as a regulator, as a monitor and as a source of information.

For customer-facing employees, you would introduce
your customers' needs, expectations and interests in order
to provide them with appropriate solutions that lead to the
right outcomes for them based on their stated requirements.

You must always act with honesty and transparency and avoid giving customers with unclear payment terms benefit over other clients.

A circular blue ink stamp. The outer ring contains the text "INSTITUTE OF TECHNOLOGY" at the top and "BANGALORE" at the bottom, separated by a small star. In the center, the letters "T.P.O." are printed vertically.

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Committing with charity

It is important to understand with our clients that our communications – both oral and written, are fair, clear and accurate. Statements that can be viewed as misleading or that omit material information, including information necessary to making an investment decision – whether the client is retail, professional or institutional – can violate applicable law. Fair, clear and accurate communications protect the bank and you.

In the case of communications with an advertising committee or research, this document provides a framework by ensuring that all market participants have the opportunity to act on information that is accurate, complete and in time.

All basic communications must meet certain minimum standards and requirements, including specific information classification standards. In addition, specific requirements relating to certain categories of communications such as research, sales, marketing and advertising are included in the General Bulletin.

For further information, refer to the [Windows](#) documentation.

relationship products for the same price than a traditional product.

Treating clients fairly, communicating with clients, and handling customer complaints (continued)

Customer complaints

A complainant wants an explanation of dissatisfaction over the failure of a card issuer or customer service about a bank's provision of or failure to provide the usual services, thus causing the execution of any transaction in his statement of account (or turnover). Take this into account when matters regarding certain statements presented to the client in connection with the bank's regulation, branch and market share. Customers may be required to sign a complaint sheet, directly or through an authorized agent, and can be transmitted via various means, including letters, telephone, e-mail or in person. The manager should, however, request a copy of the signed or signed and witnessed document.

Locally available outlets will communicate to the complainant about the nature of the complaint. A copy of the original letter or email will be sent to the complainant and to the concerned branch. If necessary, further investigation will be conducted by the concerned branch. The manager should immediately inform the supervisor, Manager and Customer Service and compliance officer of the occurrence and its outcome.

For further information, refer back to the relevant section on handling and managing of complaints - *Observe*.

Q&A

- Q You have received a call from a client to report that there are unusual transactions which they do not recognise on the account, and these statements are writing much out of their balance. Is this a complaint if all bank regulations are due to system and software?
- Do you require the complainant to sign a statement sheet in writing or orally? Can you compromise?
- Does it mean the bank has a complaint file? Handling process is used by a year at least?
- How many times the complainant has to issue the same letter and ensure that it is printed, right to a complainant in this business?
- Complain handling procedure
- In handover of documents, some documents about introducing to and updating complaint. Further, complaint to combine all the necessary details. The scope of the firm is a running, the concern of the bank can take a look.



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Protecting customer assets and accounts

The protection of customer assets and accounts is important. Each function is responsible for implementing policies necessary to prevent damage to assets and assets are appropriately safeguarded, and the depositors' funds are only used by the holder(s) of accounts, and in the case of agency accounts, by their agents on the basis of a power of attorney or by virtue of agreement or all other official measures. Banks must, therefore, protect customers' accounts and agency accounts with no thought about every next best book to never run by due date.

For further information, refer back to the relevant section on handling and managing of complaints - *Observe*.

(Continued from page 348)



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Employee related activities



Avoiding and disclosing personal conflicts of interests

Employees must disclose any potential conflict of interest. For example, if you have a close personal relationship with a vendor or a client, or you have a close personal relationship with your subordinate manager, then this will need to be disclosed. There are also other areas where our (or their) responsibilities may lead to the appearance of a conflict of interest or another requirement to disclose. These conflicts of interest can arise from social events, sporting, cultural or recreational activities, family, friends, business interests, political contributions, business activities involving family members, or financial interests.

Business activities involving family members

- Private business interests
- Political contributions

16 G 1



Business expenditure

Our bank does not permit the offering or accepting of business expenses such as gifts, entertainment or business events and purchases of business, unless they are reasonable, proportionate and for a legitimate business purpose.

Business expenditure

You must not create a situation that would give rise to conflicts of interest, intended or only of the individual branch of an employee, attempt to influence business decisions. It is important to keep in mind that a gift is anything of value that is offered to an accepted form a customer (the city, district, our bank) with the intent to influence business decisions. Gifts can be of monetary nature, including cash or advantages such as: tickets, promotional items, refreshments, food, drinks, charitable donations, etc.

Entertainment includes all forms of socializable hospitality offered by accepted form customers, including social events, sporting, cultural or recreational activities, including food, drinks, others, etc.

To avoid the risk of an appearance of impropriety, you must obtain all relevant pre-approvals before trying to recover any form of gift or entertainment via www.concilio.tpo.gov.br.

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These approaches are based on various standards set out in the policy referenced in this next paragraph.

See further information, referential the Anti-Bribery and Corruption Policy – Document Circular Circular.



Q1 You are in situation a conflict with a fellow colleague. You have suggested that, you could sign the contract at an expensive hotel French restaurant in town that you have decided to try. Is this a good idea?

A You take one of your most important clients to dinner on a regular basis. The client likes to continue this relationship with you. If you forget, your client rewards you. Is there anything wrong with that?



Employee related activities (continued)

Personal account dealing (employee trading)

Our bank lets out a Personal Account Dealing Policy to most legal and regulatory requirements. In addition to this, Action is being taken to make trading either potential conflicts.

If it is your requirement that you trade in or otherwise take advantage of inside information and not to and from derivative interests over those of the bank or its clients when engaging in trading for your personal or related party accounts.

You should be familiar with the Personal Account Dealing Policy, which is designed to that personal investment activities being conducted responsibly.

Where required, you should notify Compliance of your personal trading interests including those held at our bank as well as elsewhere by us.

Where the compliance officer is required, you must inform the financial supervisor via the Compliance Officer regarding your account trading. Personal trading accounts, when you have fully disclosed the investment intentions to a third party by means of a written disclosure agreement, agreement and where you cannot exercise any influence or discretion are required to be disclosed. Investment trading is not required to be disclosed.

There are no minimum holding periods for investments which vary by location and division which are set out within the policy. For further information, reference the Personal Account Dealing Policy. Disclosure page 1700.



Institute of Technology
Deemed to be University

Employee related activities (continued)

Outside business interests

You are expected to devote your best efforts and abilities to our bank. Outside business interests threaten interests or conflicts of interest by serving your outside interests at or with our bank, a senior or non-compromised, that may create a potential conflict of interest. These are generally positions in external organizations such as directorships or partnerships, especially if the organization has significant public offices. Minimum standards must be set to avoid conflicts of interest. Outside Business Interests and the impact of the employee on the bank's risk profile, the bank's reputation, and its interface with you, are submitted to the bank, and its status determined in accordance with the bank's risk profile and applicable regulatory requirements. The employee will be encouraged to discuss and establish a formal plan for engaging or ceasing to engage in outside business interests via G1 CO.

For further information, contact the Outside Business Interests Policy - Business Risk Group.

Criminal investigations

If you become the subject of any criminal investigation, you shall inform, without delay, your local HR manager and with University Group HR, Legal, Compliance and A&C.



Political contributions

Our bank is a politically neutral organization and does not engage in party political campaigning or make party political donations. Our bank conducts dialogue with governments on issues relevant to our business, and any communication undertaken is honest and accurate.

Our bank permits its employees to be active in the political process. If you are involved in political activity in a personal capacity you have a responsibility to make sure that this is kept entirely separate from your duties as an employee and that our bank's funds or resources (including time) are not used for political purposes. It is not permitted for any employee to collect or pressure other employees to make political contributions.

In certain jurisdictions, there are limitations, restrictions and reporting requirements on the exercise of political activities. In this US, such regulations apply to all US citizens and US permanent residents regardless of work location. Please contact local Compliance for advice prior to engaging in any political activities.

So that conflicts of interest are avoided, colleagues are subjected to exercise discretion and not become involved in matters of political controversy that may compromise the interests of our bank and/or their role.

Any material political activity must be approved in advance by your supervisor and Compliance.



Communications, the media, social media and interactions with our regulators

Q&A

- Q** You have received a phone call from a client who is seeking the whereabouts of a legal file with the client in the morning and she has no one managing liability in Eastern Europe. Your internal team has been informed that your client is in the process of arranging a very important business deal and you are told that he and some of his business contacts at Deutsche Bank if you help him out with the information he needs. You are not an authorised advisor to your firm for these funds. Is it appropriate to reveal your client's whereabouts?

- A** You must decline to reveal this information to your local Press Office. Client information must be treated in confidence. It would be a major breach of trust to pass this information to anyone outside the bank.

You are not entitled to know all the details of your affairs. You have been appointed and retained by your client and not Deutsche Bank. Deutsche Bank has never contacted anyone about your information or attempted to interfere with your local Press Office.



Responding to media inquiries

Upon instructions to do so, the media, you must refer all media requests concerning business activities, clients, employees, officers or members of the Management Board or Executive Board of our bank to the appropriate Communications team.

If you plan to have or will had contact with a media representative you have to inform Corporate Communications to a timely manner.

You must not make any statements on the name of our bank or release any information or documents to the media either directly or through a third party unless explicitly authorized to do so by the appropriate Communications team.

For further information, reference the [Media Policy](#).

Electronic and voice communications

The use of electronic communication systems and the recording of voice communications can be subject to regulatory requirements.

Law and regulation of mobile jurisdictions. Deutsche have therefore been established for taking and maintaining and to set minimum requirements for appropriate access, monitoring and usage.

Only Deutsche Bank approved communication devices and applications may be used for the conduct of any bank business whether by email, chat or other electronic messaging. If you are required to use a personal device, you must comply with the relevant requirements to ensure that your communications are lawful. Participating in multi-party communication with other firms and other banks, chat rooms, in connection with any bank business or with our bank's employees is generally prohibited (certain exceptions apply with full and due permission).

Our bank is required to retain records relating to electronic and voice communications generated by employees and third parties for instance at them. Additionally, electronic and voice communications may be subject to disclosure or other requirements in litigation, regulatory and law enforcement proceedings, internal investigations, bodily other proceedings, subject to monitoring for surveillance, financial crime, expected to allow the bank to meet legal retention requirements, and where legally permitted, will be held to provide O&B electronic communications that appear to be related to a O&B activity that occurred on a non-O&B approach electronic communication system.

Our bank reserves the right to monitor, review, assess, record and disclose information and data, which is created, sent, received, disclosed or stored on our bank's electronic or telephone systems or on the bank's premises, subject to local data privacy restrictions.

For further information, reference the [Information Communication Policy](#), the [Data Protection Policy](#) and the role of the Data Protection Officer and the [Deutsche Bank Group Data Privacy](#).



Deutsche Bank Group Data Privacy

Communications, the media, social media and interactions with our regulators (continued)



Social media

Recent years have driven a growth of social media platforms, which has fundamentally changed traditional communication, built online communities, and increased viral video content. Our reputation is dependent upon digital media and public relations professionals to connect and engage with our customers, stay safe and complete their job effectively.

You should always use social media in your role of social media and other online activities, such as communication with personal friends. Postings on internet social media platforms, like retweeting blog posts, will be considered by your clients or your bank's colleagues may have an impact that only you, but also your bank as well, and may compromise a branch of privacy law, misuse of confidential information or other offences. Your social media activity can also be viewed as by the law enforcement agencies in the country where you work as an encroachment of policies and guidelines of your respective branch or the region in which you work when safety.

To facilitate about the use of social media, please contact Digital Communications.

For further information, refer to the [Union Policy Document](#).

Deutsche Bank Group - Union of Commerical Officers

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Interactions with supervisory authorities

Our bank is required to act in an open and transparent way with all its Supervisory Authorities and its internal risk-based conduct. Failure to do so could result in disciplinary action from the relevant supervisor and significant financial penalties.

Relationships with the supervisory authorities of our bank's Supervisory Authority are managed by Regulators, Compliance, Country Management or other teams responsible for regulatory relationships and risk management, representing the business's ultimate and infrastructure function. Each Supervisor's Authority generally has a Senior Principal Point of Contact.

Any communication claims that are intended to include other than the Senior Principal Point of Contact should be addressed to Compliance or the relevant Head responsible for regulatory risk management who will receive the same transmission. In the relevant Principal Point of Contact, Communication to the Supervisory Authority by any individual or individual, other than the Senior Principal Point of Contact should first go to the relevant individual. However, as a general rule, Confidentiality, Confidentiality agreement may apply to a third party, including an employee of one bank, without the express written consent of the relevant Supervisor's Authority.

For further information, refer to the [Union Policy Document](#).


T.P.O.



Supervision, audit and inspection
Our bank is required to act in an open and transparent way with all its Supervisory Authorities and its internal risk-based conduct. Failure to do so could result in disciplinary action from the relevant supervisor and significant financial penalties.

For further information, refer to the [Union Policy Document](#).



Sustainability and respecting human rights



We maintain sound governance in line with international guidelines. Well-established sustainability frameworks such as the United Nations Global Compact, and the United Nations Sustainable Development Goals, provide guidance for our thinking and actions.

We ensure that our internal and external stakeholders are safeguarded by adequate processes and controls. In this context we promote the respect of human rights, including the Convention of Child Labour, ILO's Declaration on Human Rights and Fundamental Freedoms, and the UN Guiding Principles on Business and Human Rights. We have a policy. The same accounts for conducting due diligence. We strive to be the employer of choice for diversity and future employees, and to invest in society and create a positive impact. By supporting volunteering initiatives by our staff we show the commitment, knowledge and support the employees in these efforts.

Our business operations contribute to common sustainability requirements, for example, by purchasing renewable energy, by reducing and where possible, increasing our environmental initiatives. This includes our own carbon neutrality.

We strive to address the social and legal aspects of our business decisions and to support a more fairable future for society and the environment. We monitor and mitigate the possible negative impacts and we apply measures that encourage customers to balance and to strive emerging initiatives of social and ethical standards.

We strive to address the social and legal aspects of our business decisions and to support a more fairable future for society and the environment. We monitor and mitigate the possible negative impacts and we apply measures that encourage customers to balance and to strive emerging initiatives of social and ethical standards.

You should ask yourself:

- Does a prominent business transaction or initiative present any risks to the environment or society?
- Are there allegations one could file in place to mitigate the risks associated with the proposed transaction?
- Are the transaction only of real benefit without sparing all potential long-term risks?
- Are you confident that your actions would stand up to public scrutiny?
- Are you using your skills to build moral capital and to benefit society?



Safeguarding our bank's interests



Information security

Each day we implement measures to ensure that your information is safe and to minimize the risk of unauthorized access by third parties. Your former employer and we are committed to security. Your former employer, in particular, has implemented strict security measures.

You must also take steps to ensure you follow these policies to protect information about him, yourself and your new employer and your colleagues.

Protecting Deutsche Bank's Assets

Our bank's assets include:

- Physical assets, such as office furniture, equipment and supplies;
- Technology assets, such as hardware, software and other system systems;
- Financial assets, such as cash, securities and credit lines. Our bank's name, its brand and its customer relationships, information assets, such as intellectual property, including about products, facilities, systems and the data

Our bank's assets should be used only for the conduct of our bank's business, except where otherwise provided by the Code or other bank policies. All physical and technology assets are owned by the bank, whether used inside or outside the workplace area or the bank's property and controlled by your supervisor. However, if and to the extent necessary for your business, however, you are authorized to determine responsibility for the protection of certain assets you are authorized to do so. In general, you should not leave the bank's assets for your personal activities through weekend or vacation time at work. However, it would not interfere with your business obligations. Any assets purchased in the course of your work while at our bank is an asset of the bank. Assets, including information, intellectual property rights, software, applications, etc., that you create are our bank's property.

Data protection

The collection, use, retrieval and transfer of client information must comply with data protection laws, our policies and any contractual obligations. Client confidentiality – as discussed previously – is critical and you should seek to protect it at all times. You are prohibited from collecting, processing or using personal data unless authorized by the law. Personal data may only be collected for lawful purposes and should be processed fairly and lawfully. Data should only be maintained for as long as necessary and should be relevant to the purpose for which it is collected. All data must be secured to prevent unauthorized access, alteration, transmission, publication, loss or damage. You must ensure that the collected data is handled lawfully. Only as informed of all new laws by processes personal data in accordance with regulations/ requirements and avoid institutional risks. Given, this document and breach should be communicated promptly to your supervisor.

For further information, refer to the Data Protection in Finance Policy – Code of the Bank.



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Safeguarding our bank's interests (contd.)

Authority to act

You have authority to act on behalf of your bank if limited by various laws (rules, regulations, corporate charters, by-laws and board resolutions) or written bank policies. You need to be aware of these. If you then affect your will, any of the responsibilities attached to it, you should never sign any documents or otherwise instruct your bank or authorize any action on your bank's behalf unless you are specifically authorized and have the right and knowledge to do so. You should review the limits of your authority and act within those limits.

Key resources and contacts

A. Legal and Crime
B. Data Protection and Contracts Office
C. Compliance & Corporate Social Responsibility
D. Finance
E. Head Office
F. Human Resources
G. Legal (Bank Government)
H. Risk
I. Strategic Business Management Framework
J. Stakeholders (internal and external)



Records

Maintaining accurate books and records is fundamental to managing the legal, regulatory and business requirements. You must understand the underlying structure and compliance records and be consulting with all the controls and policies your bank has in place.

You should never falsify any book, record or account that relates to the business of your bank, its customers, employees (including your own activities within your bank) or suppliers.

You must never dispose of records or information that may be relevant to banking or substantive litigation or a regulatory proceeding unless you are authorised to do so by the Legal Department. You must also comply with applicable record retention policies.

For further information, refer to the Records Management Policy – Chapter 10 of this Course.





Getting
it right.

Falling
short.

Be on the right side.

#PositiveImpact



Document Title	Code of Conduct - Deutsche Bank Group
Document Language	English
English Title	Code of Conduct - Deutsche Bank Group
Category	Group Policies
Policy Producing Function	Compliance
Document Author	oliver.geffroy@db.com
Document Approver	pascal.tagne@db.com
Portfolio Owner	michelle.berman@db.com
Document Contact	Your Local Compliance Officer
Functional Applicability	All Units
Geographical Applicability	Global
Original Issue Date	01 July 2001
Last Review Date	10 October 2022
Next Review Date	16 August 2023
Version	11.1
Document ID	{50199C5A-0000-C14B-9BEB-6A9062FB564F}



Uma

Five things to know if you're transferring from an external to an internal Deutsche Bank employee

1. Your Human Resources ID should not change. Everybody at Deutsche Bank has a life-long-ID. Your HR recruiter and Deutsche Bank sponsor/manager should know this when they start the process on Workday. For more information please refer to this [Workday training](#).
2. You will keep all of your DeuBa/DBE/DBG account data, mails, tools, and applications if your change between external and internal employment is immediate (i.e. less than 30 days) and your email address stays the same. Please note: if for some reason or another your email address does need to be changed, data can be retrieved with a "data transfer request" via your line manager and [dbsupport+](#).
3. Should you plan to take a longer break, your Deutsche Bank sponsor/new manager can amend the date via the dbAccessGate portal with an approval of the Chief BISG of your department. For more information please refer to this [Workday training](#). In case of issues: Please open a ticket in [dbsupport+](#) and ask for help from the "IAM_dbAccessGate_Ops"-team. For more help from dbAccessGate please visit their [myDB page](#).
4. Please note that under your employment contract it is not permissible for you to upload any non-public Deutsche Bank data to any personal or non-Deutsche-Bank-compliant sites or databases. Non-compliance with this is a serious breach and may lead to consequences up to the termination of your contract as well as a claim of compensation by Deutsche Bank.
5. Should you need to share information prior to leaving Deutsche Bank as an external, please follow the standard hand over process of saving business sensitive data or messages. Forward any important emails to your Deutsche Bank sponsor/manager, save important messages or documents to your team-SharePoint or to the department file-share/network-drive. Please contact [dbsupport+](#) should you be in doubt.



Confidential



Oracle Financial Services Software Limited

Oracle Park
ORION Mission Express Highway
Cognexa Tower
Mumbai, Maharashtra - 400 091
India

Phone +91 22 4016 2000
Fax +91 22 4016 2001
http://www.oracle.com/india/
Toll Free 1800 102 10000

Private & Confidential

07 April 2023

Rahul Tandel

Dear Rahul,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle"). Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	346,500.00
B. Flexible Benefit Plan (FBP) **	423,500.00
C. Annual Gross Pay AGP (A+B)	770,000.00
D. Company's contribution to PF	41,580.00
Total Gross (C+D)	811,580.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits".

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of INR 361,363.35 toward relocation costs under the JAPAC and India Relocation Program. Please note that this



amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Grade JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of Interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Ranul Bhowmik (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of Oracle Financial Services Software Limited



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Venkat

Venkatraman, H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept:

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

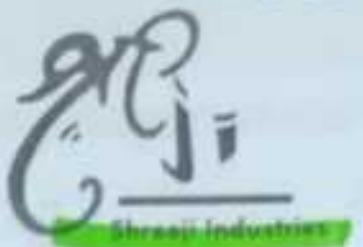
In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



MH

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2022-23



+91 9503504140

shreejiindustries23@gmail.com

Internship Offer Letter

To:

November 27, 2022

Mr. Ojas Patil

A/H03, Sai Bhaskar Residency, Chikanghar, Kalyan(W) 421301
+91 9619542526

133

Dear Ojas,

We are pleased to extend you an offer to join Shreeji Industries based in Pune as an intern. This letter outlines the terms and conditions of your offered internship with Shreeji Industries as follows:

Your title will be **Full Stack Developer Intern** and your mentor and reporting manager during the internship would be **Mr. Jivan Borole** where you will be responsible and will work on developing and maintaining complex business applications using proper system design principles to model the solutions.

The internship will start from **January 2, 2023** to **June 30, 2023** which will be remote and you will be working from home with a fixed stipend of **₹12,000**. You shall be entitled to the public holidays as declared in the company calendar.

Please note that this offer, if not accepted by you, will expire by **December 3, 2022**.

Please revert by replying to the email with your acceptance and acknowledgement.
Congratulations and welcome on board!

Ajit Patil

HR

Shreeji Industries



+91 9503504140

shreejiindustries23@gmail.com

Hyogenesh Samraja, Near
Spine Road, Panjarpol, Bhosari,
Pune 411039

• +91 9503504140

✉ shreejiindustries231@gmail.com



TERMS AND CONDITIONS

You shall be governed by the following terms and conditions during your internship with Shreeji Industries (the company), and these may be amended from time to time. You shall also adhere to additional company policies, guidelines and practices governing the conduct of our business that may be amended and will be communicated to you separately and from time to time.

Internship Position: You are offered an internship position as Fullstack Developer intern at Shreeji Industries. You are scheduled to start your internship effective 2nd January 2023 for six months. Mr. Jivan Borole will be your Reporting Manager and Mentor during the internship.

IPR: All the work that you will produce at or in relation to Shreeji Industries will be the intellectual property of Company. You are not allowed to store, copy, sell, share, and distribute it to a third party under any circumstances. Similarly, you are expected to refrain from talking about your work in public domains (both online such as blogging, social networking sites and offline among your friends, college etc.) without prior discussion and approval with your mentor.

Data privacy and security: We take data privacy and security very seriously. It will be your responsibility to maintain the confidentiality of any customers, clients, and companies data, contact details, client's or company's IPR related data and software/ product data that you may get access to during your internship. This includes data in all forms, be it digital, physical, in storage devices, online data, etc.

Acceptance: By accepting and signing this document, you agree to abide by the company policies, guidelines, and the terms and conditions during your tenure of internship with Shreeji Industries.



[Handwritten signature]



+91 9503504140



shreejiindustries231@gmail.com



Jayganesh Samrajya, Near
Spinie Road, Panjarpol, Ehasari,
Pune 411039

• +91 9503504140

• shreejiindustries231@gmail.com



- a. In case of any violation or non-compliance, the company has the right to terminate your internship forthwith without any notice and initiate a legal action.
- b. Any queries regarding Shreeji Industries' policies, guidelines and practices governing the conduct of our business and stipend should be directed to HR only.
- c. This statement of terms and conditions forms part of the Offer of Internship. This will be effective from the date on which you commence internship with Shreeji Industries.

Understood, Agreed & Approved:

I have carefully reviewed, negotiated, read and understood all the terms & conditions of this offer of internship. I agree and accept this offer of internship together with the terms and conditions of the internship as set out within.

(Sign here)

Ojas Patil

Date:



Ojas Patil

• +91 9503504140

• shreejiindustries231@gmail.com

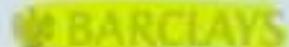
• Urvaganesh Samrajya, Near
Spine-Road, Panjarpot, Bhosari,
Pune 411034

Your Contract

Please review your recruited and accepted role below. If you wish to discuss any detail regarding your contract please contact your Recruiter.

Recruiter Name:
Arun Antony

Recruiter E-mail Address:
ARUN.ANTONY@BARCLAYS.COM



Barclays Global Service Europe Private Limited
Regulated Office: 3rd Flr, 100 Bishopsgate,
London EC2N 3AB
Date of recruitment: 01/07/2015
Contract Type: Permanent
Employee ID: 410104
Contract Start Date: 01/07/2015
Barclays Global Service Europe Private Limited
www.barclays.com

8 May 2015

Offer Letter Details

■ In-Role: New Postholder's Human Month
Subject: Offer - Offer Letter
Region: APAC
425001

Dear Arun Antony,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, key applicable Policies and Detailed Terms and Conditions which outline important conditions relating to your employment and whilst, together, form your employment terms with Barclays ('Employment Letter').

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Transformation) as these will be integral part of everything we do. The Values as well as our processes and behaviours will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the values in all business operations, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we treat the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and onboarding processes and procedures and relevant applicable law, appropriate regulatory approvals, to meet the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written acknowledgement which proves your eligibility to work in the UK. You will also need to sign and return your Employment Letter, confirming that you have read, understood and accepted fully the terms set out on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely,
[Signature]

Sandeep Srinivasan

Saranya Somasundaram
Head - HR Operations and People



Summary of Key Terms

[Handwritten signature]

Information for New Staff

This section is intended set out an 'at a glance' summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedule and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name: Arun Antony Srinivasan

Employing Company: Barclays Global Service Europe Private Limited ('the Company')

Title: Analyst

Your role will be Graduate Analyst, B&C (or equivalent), or such other role as the Company reasonably requires from time to time.

Start Date:

10 July 2015, or such other date agreed between us in writing, subject to the pre-employment conditions being met in the Company's satisfaction. Your start date for the purposes of confirmation of employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application profile or your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.

Working Hours

Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year; so depending on your business function, your working days and hours may involve early night shifts, and working on weekends/annually off and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.

You will receive sufficient time to your status. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work

You will initially be based in LTC - Statkraft Global Services Centre, Gore Commerce Park SEZ, Survey No 5E, Village Kharsoli Phata - 411014.

However, your place of work will be determined in line with the requirements of the scheme of Barclays' role descriptors. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office in India or overseas. Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided in the individual case.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



Components	In GBP Per Annum
Basic Salary	462,000.00
Holiday Pay Allowance	231,000.00
Pension Benefit Plan (less further 'Statutory and other Benefits' below)	462,000.00
Annual Salary	1,155,000.00
Pension Fund (Employee's Contributions)	35,440.00
Statutory (per Company policy)	20,213.00
Total Fixed Pay	1,202,653.00

Salary will be payable on a monthly basis, subject to applicable laws, rules, codes, and other statutory deductions, and is currently paid on or around the 28th on the prior working day if the 28th is not a working day of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, in respect of changes in law, tax or other issues. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable laws, rules, codes and other statutory deductions.

Other Payments:

The Company agrees to pay you a one off non-guaranteed educational and bursary payment of £1,100,000.00 ('the Scholarship and Bursary Payment') in recognition of your starting year. The Scholarship and Bursary Payment will be paid within 30 days from your date of joining Barclays. The payment will be made subject to applicable law and/or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements. You will be required to repay the Scholarship and Bursary Payment (net of any taxes or other deductions or withholdings as required by law or regulation) within 30 days of any of the following occurring:

- you have terminated your employment voluntarily or have given the Company notice to terminate your employment within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions set out in this Agreement or as otherwise determined by the Company.

The Company may adjust the repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any reference as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You are also given an opportunity to join your employment without the Scholarship and Bursary Payment paid therefore you need to repay the amount, as has been mentioned above, in the case of termination as a result of your employment for a specific term.

Qualifications:

If as a part of your enrolment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and invited to you by the Company from time to time, including without limitation any qualifications or examinations required by the Regulator. You will be entitled to pass all exams within a 12-month period and/or within one or more attempts, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempt at any such qualification with our preferred provider, including study leave and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or after the relevant number of attempts (which may in some cases only be one), the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and/or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a cancellation or exemption is granted by the Regulator) to repay to the Company the following sum in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and/or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within 12 months of completing your course of study.



[Handwritten signature]

Barclays and TPO
Brussels

Any such sums owing by you to the Company will be deducted from any sums due to you from the Company in, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Will may be eligible to be interviewed for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter in respect of the previous financial year.

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to contribute to the Company's benefits scheme, details of which are set out in the attached FyP which does not form part of your contract of hire and has no contractual effect.

Any benefits are subject to the relevant guidelines from time to time in force. The Company reserves the right to change the benefits or policies/policy from time to time.

If the Company pays or reimburses any expense on your paying the Company towards your relocation from your current place of residence to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against write-offs) any amount paid or reimbursed in respect of such relocations from the amount payable to you.

You are entitled to avoid annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your contract.

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any redundancy waiver is written period and is at the sole discretion of the Company. Company may adjust balance of annual leave, while granting such redundancy waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws or rules (Place of Issue).
Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's intranet.

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information in any Barclays Group company and its employees, or to any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, legal and firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employees following a business transfer or merger) for the Agreed Purposes ("Processing" or "Processors").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employees following a business transfer or merger) for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include disclosure to recipients based in another country or your place of employment (either within or outside the European Economic Area), with different levels of protection of your personal data in those countries.

You confirm that the Company and/or any Barclays Group company may monitor anyone around your use of office equipment, for example, email, internet (including phone and mobile), telephone and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Attestation clauses conditions and refer to information relating to your family, financial condition with respect to insurance policy, emergency contact details etc., or insurance with pledged by bank/other Company policy. It is your responsibility to inform such individuals that their details will be processed in this agreement and to obtain their consent.

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any other policy which applies to your role.

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, contact or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination;
- solicit or poach, or attempt to solicit or poach away or entice or tempt any other officer or employee in the Barclays Group.

Ful details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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Accepting the terms of this Employment Letter, you confirm that all information provided by you is in connection with this offer of employment (including all references to past and/or existing). You further confirm that you will notify us of any change in your information before the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the attached Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you are familiar with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the exclusive and conclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, and or written and oral communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have assessed, read, understood, accepted and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Sandeep Singh

Sandeep Singh
Head - HR Operations and Projects
3 May 2020

I, [Signature], have, understood and accepted the terms of this Employment Letter (including the terms set out in any applicable Schedule) and the Detailed Terms and Conditions attached. I have been given an option not to accept these terms and hereby do accept the Company and its take appropriate legal advice to understand interpretation of these terms.

Signature: _____ Date: _____

Table Number: 90283464
Contract Topic: India Grid OfferLetter



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Defined Terms and Conditions

Definitions

Client-Run Detailed Terms and Conditions

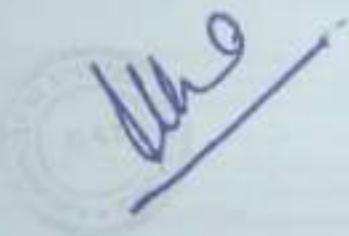
The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References to the Detailed Terms and Conditions in a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process referred to above.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



Detained Terms and Conditions of Employment

1.1 Detained Terms and Conditions

This document sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms. Subject to any applicable Schedule(s), these terms form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detained Terms and Conditions.

1. Pre-employment and signing conditions

2.1 Your confirmation to the Employment will be subject to successful completion of the Probationary Period as indicated in the Summary of Key Terms or such additional period as the Company deems necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to your agreement on the completion of certain pre-employment procedures and processes. You hereby give the Company the right to provide to you from time to time any information and documentation in connection with the offer of employment including at interview stage (i) true and accurate details of the type it is given and on the Start Date, The Company reserves the right to carry out screening checks on all employees, and such processes may include but are not limited to:

- (a) receipt of references and character/ability proof that are satisfactory to the Company that you are truly entitled to receive and work in your capacity;

(b) compilation of credit checks to the satisfaction of the Company;

(c) where criminal record checks are relevant to your role, compilation of these checks to the satisfaction of the Company;

(d) as requested by the Company, a medical examination by the Company's medical advisers;

(e) where Regulator approval for your appointment is required, such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (f) receipt of documentary proof that you hold the appropriate and relevant qualifications; and

(g) the Company receiving a signed copy of the Terms from you.

2.3 Your offer of employment will be made in compliance with the checks and processes in the pre-employment procedure before your Start Date, this may not always be possible. If after you are employed prior to completion of the pre-employment processes, The Company may terminate your employment on any basis or statutory notice if the check results are not up to our satisfaction or the procedure are not carried out within a reasonable period of time.

2.4 This offer of employment and your continued employment shall commence upon acceptance, nothing will commence to have effect until such time as you have completed all checks and processes as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your current employment is conditional on such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your local contact and address details in the records of the Company from time to time. Failure to do so may constitute gross negligence on your part.

2.6 You should not engage in any matter which could reasonably be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment shall be subject to your successful completion of certain training (the "Key Communication & Culture" and "Operational and Policy Training" (as defined) that may be required by you for the Company from time to time). In total you must attend for more than 2 days during these training programs or you must satisfy the Company to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 10.1 (a) of the detailed terms and conditions in this Employment Letter. In case of your absence due to any personal emergency, your Line Manager will be responsible for discretion and upon evaluation of the reason of your absence, your supervisor or the Company to highlight you as the most available leaving within a period of 10 days of your returning from absence. In case you are not present for the first training as mentioned above, there may be possible change in process and/or compensation on account of such non-attendance. If you are absent from the induction or the commencement of your employment for a period of 10 days or your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 10.1 (a) of the

2. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However, you may need to travel to other locations and offices as may be required in the performance of your duties. You confirm that you will travel to such places both inside and outside India as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of such change (subject to a written letter from us).

3. Duties

4.1 During your employment with the Company you confirm that you will:

(i) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(ii) observe the code of your working life and attention to the interests of the Company and the Barclays Group;



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(c) Disloyalty and fail to perform such duties and exercise such powers and functions as may reasonably be required by you by the Company in relation to its business and that of the Barclays Group to the best of your ability, and will integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and requirements given by the Company and the Barclays Group and disapply yourself from any restrictions, understandings and covenants as to your activities in the business of the Company and the Barclays Group as they may reasonably insist;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Contract, nor continue the prior written consent of the Company in any capacity including as director, shareholder, consultant, contractor, agent, partner or employee, except or be concerned in fiduciary capacity or indirectly in any other trade, commerce or occupation whatsoever provided always that such activities are in compliance with Barclays' policies on disclosure of external business interests. This paragraph will not prevent you holding investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict, improperly with those of the Barclays Group, its clients, customers or shareholders, Barclays' business or its reputation, a conflict of interest may arise where it is unavoidable. In such circumstances, you must make your line manager and/or your supervisor aware of non-compliance without delay. You must not act in relation to the market, without their written direction if appropriate, and;

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group in any other manner to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Department) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day in each month and is subject to applicable laws, dates, calendar and other applicable withholdings. All tax withholdings out of your salary remuneration package, amount or salary, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid monthly. If you are employed for part of a month,

This salary will be reviewed annually without detriment to yourself. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance of these terms shall constitute your consent to the Company making payment of your salary, compensation, award, incentive benefits and/or of credit to have account with the bank of Company's choice or via such other means as the Company may deem appropriate.

6. Disqualifying circumstances

- 6.1 You may be eligible to be compensated for a compulsory recall or award on an annual basis. The value, form, conditions of, payment and timing of any such awards are at the Company's discretion. This discretion includes the right to reduce the award or a proportion of the award in favour of other staff, including an award of shares and to defer an award or an award under the terms of a Barclays Group incentive plan;
- 6.2 Any disqualification award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor on the suspension or investigation for a regulatory or disciplinary matter;
- 6.3 If you are subject to an investigation or disciplinary process at the time when compensation is agreed for making of any payment under award or otherwise grant, then the delivery of that payment whilst on award will be suspended. If no finalisation of any investigation and/or disciplinary process, you are discharged for gross misconduct or cause and/or have suspended any form of award of the Bank and/or Compensation requirements of the Barclays Group, then no payment and/or award will be made to you. If no disciplinary action or form of disqualification taken against you, then a payment and/or award may be made to you after the conclusion of that process. However, the amount of any award and/or payment to which you are entitled may be reduced by the Company in its sole discretion, for the avoidance of doubt, any award and/or payment may be reduced by up to 20% or more;
- 6.4 Notwithstanding paragraphs 6.1, any unpaid or unvested award pursuant of an option or incentive may be reduced to 50% as approved by the Company's shareholders or to the value permitted by applicable laws. For the avoidance of doubt, the Company may exercise discretion including at a lesser rate;

(a) Barclays PLC or any subsidiary or parent company having been materially reduced for the period for which the award was made and that reduction due to a change in accounting policy or to satisfy a regulatory or

(b) Your conduct failing, in the reasonable opinion of the Remuneration Committee, following consultation with the Company;

(c) failure and/or refusal the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

(d) caused harm to the interests of the Barclays Group;

(e) amounted to misconduct, negligence, incompetence or poor performance ("incompetence", "negligence" and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

The Executive Officer or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material breach of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or relevant to you was calculated on the basis of any false, incorrect or misleading information, then, the Company may, within the period of any such payment or relevant being made, request that you will repay to it all or the Company the amount for any part of the amount as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. This confirms that in the event of repayment obligation where the Company is authorized to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and/or a release of shares, or other instruments, under an award will be subject to tax and other deductible withholdings, taxes, duties, charges, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or for payment of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of the Employment Letter and the exercise of the right to terminate is not limited or limited by any term (express or implied).

6.8 When Barclays, certain unusual events are designated as Material Risk Events ("MRE") from. When you are a MRE by any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the Date 24 which the committee is nominated to you in respect of a period for which you are a MRE, one "Relevant Variable Remuneration" of Barclays determines that:

(A) your actions or omissions have in the reasonable opinion of Barclays amounted to misconduct or material error, and/or

(B) Barclays is the relevant business and has suffered a material failure of risk management.

Then, without prejudice to Barclays other remedies, Barclays may require that you repay any awards, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays' absolute acting in good faith, in such Barclays Group Company and/or branch office as Barclays may direct.

In respect of paragraph 6.8 (B) above, Barclays shall take into account your position by the applicable function and your level of responsibility before any request for repayment is made. In respect of paragraphs 6.1 and 6.2 above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for conduct which resulted in significant losses to the Barclays Group, or (ii) failed to meet minimum standards of financial conduct.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be claimed back if Barclays makes a determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if all errors failing within set or pay-out occurred prior to the date of award.

The determination of what constitutes "misconduct", "material error", "imperial failure of risk management", "significant losses" and "minimum standards of financial conduct" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall retain the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other entitlements to you, to the full extent permitted by law, whether they Barclays or any other Barclays Group company.

You acknowledge that, in addition to its rights of clause 16 (discretionary terms and conditions of employment) the terms of this clause 6.8 may be amended by the place to the extent deemed reasonable necessary — subject to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.8 of the Employment Letter.

7. Benefits and Other Benefits

7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key Terms and in accordance with the relevant laws.

7.2 The Company operates many optional benefits programme for its employees and these benefits are not set out in Table 1D, attached hereto. Notwithstanding the foregoing, provided that these benefits do not form part of your contract of employment or have any commercial or other legal effect.

7.3 The Company has the right to provide additional or extend or withdraw the benefits at any time and without any compensation or notice to you and/or replace any benefit with or otherwise at its discretion.

7.4 Protection of any benefits scheme is subject to the rules of the relevant scheme, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurer, or third party provider (where necessary). Your participation may be exercised where, in the sole opinion, there can only be obtained on the basis that exceptional conditions or unusually high premiums are required or fixed by the insurer or provider.

8. Annual leave

8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The date of the annual leave year may be changed. You are entitled to take off your annual leave entitlement in the relevant year, subject to the individual applicable to your terms of service, in which case leave may only be taken over sufficient to end in accordance with those terms and applicable law. Your annual leave days must be agreed in advance with your line manager. You will be allowed to carry your unused annual leave over to the next annual leave year, subject to the limit and restrictions as may be defined in the Company policy and subject to the applicable laws. This policy provides for establishment of unused leave (excluding in case of termination of employment), which will be carried forward by law applicable to the place of your employment at the relevant time.



A handwritten signature in blue ink, appearing to be "M. J. O'Brien", is written over a blue horizontal line.

6.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period) will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued to you before up until the time of taking such leave. Any unused leave at the time of cessation of employment shall expire and any payment to be made in respect of the unused leave shall be at the sole discretion of Barclays unless mandated by law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.

6.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory SAAK break.

5. Intellectual Property

5.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyrights and related rights, patents, trademarks, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights, and equivalent or similar forms of protection existing anywhere in the world.

"Invention" means any invention, idea, discovery, development, improvement or intellectual-creation, whether or not patentable or capable of registration, and whether or not disclosed in any document; and

"Works" means all documents, materials, software, photographs or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you (or on your behalf) or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, or relate or relate to any Intellectual Property Rights.

5.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in connection with others, or otherwise). You confirm that you will provide the Company with original and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

5.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

5.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "works for hire". You acknowledge that you have, and will have at all times while you are employed by the Company a special obligation to further the interests of the shareholders of the Company, and that all Works and Intellectual Property Rights in the Works will automatically on creation, belong to and rest in the Company absolutely to the fullest extent provided by law.

5.5 To the extent that the Works and Intellectual Property Rights do not rest in the Company or the Barclays Group, automatically you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights rest absolutely in the Company.

5.6 You confirm that you will immediately upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or anyone acting brought against the Company in relation to any Intellectual Property Rights.

5.7 By signing Employment Letter you accept and consent to assign to the Company as a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights (subject to compensation by way of precise assignment of future rights for the full term of such rights). You confirm that such assignment shall be permanent, non-exclusive and royalty free. You also confirm that notwithstanding the provisions of Section 19(1) of the Copyright Act, 1987, such assignment in so far as it relates to copyrighted material shall not affect the rights transferred thereto (such as the Employee, and if the Company does not exercise the rights under the assignment within a period of one year from the end of employment). You acknowledge and confirm that you shall retain any right to and shall not raise any objection or claim to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1987.

5.8 You acknowledge and acknowledge, waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works, and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

5.9 When the Employee's offer ceases of existence, for whatever reason, you will immediately deliver up to the Company all Works in your possession in either paper format, and under no circumstances has any Works be released by you except with the prior written consent of the Company.

5.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this clause 5.

6. Confidentiality

6.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company, similar any other Barclays Group company or its customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential Information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter where the Company has given written consent or disclosure is required by law, where that information is already in or comes into the public domain (other than by your own disclosure (hereinafter).



A handwritten signature in black ink, appearing to read "John", is written over a blue horizontal line.

During your employment or at any time afterwards, you must not make any copy or extract (whether recorded in writing, on computer disk, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information relating to the Barclays Group and must be returned by you within 30 days during the course of your employment on the request of the Company and immediately on termination of your employment.

11.2 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its constituents, clients, suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) competitive and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including algorithms, strategies, programmes, techniques, database systems, formulae and codes;

(d) business contacts, full or details of clients and suppliers and details of contracts with them, their business or affairs, including client names and relevant contact details, financial and personal affairs, and trading history and methodologies;

(e) information on structures and the terms and conditions of their employment, details of employee benefits, insurance, subscriptions, salary scales, annual awards or anticipated future salary/revenue disputes;

(f) information or details of any actual, potential or threatened litigation, legal actions, claims, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity, and any information or record of proceedings for any such action;

(g) budgets, management accounts, trading statements, and other financial reports;

(h) unpublished price sensitive information relating to plans or forecasts based or draft as at any recognised stock exchange, and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has provided orally, in writing, or by email or other means in being secret or confidential in nature or which would reasonably be considered as confidential.

11.3 You shall not sell business for the Company from any clients belonging to your previous employer or clients of your former employment with your previous employer. You shall not use any confidential information that comes to your knowledge in the course of your previous employment while working with the Company. You acknowledge independently that Company Material, any action that the Company may take by account of your actions in breach of your obligations to your previous employer.

11.4 Disqualifying conduct and discreditable conduct.

11.5 The nature of the Barclays Group's business is such that it is governed and regulated by the appropriate Regulator.

11.6 It is your responsibility to know, understand, comply with all legal, regulatory and governance obligations, including the requirements of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or if there are any questions which apply to you, you must contact the Compliance team within your business area.

11.7 If you are a Financial Services Person in any business unit, with any other regulator you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or such the applicable equivalent). Failure to meet these requirements will lead to disciplinary action by the Regulator (the other applicable statement or code issued by the Regulator, applicable regardless of whether the Company and/or subsequently acting taken against you by the Company which may result in the termination of your employment).

11.8 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing code applicable to you or the area of the business in which you work. In particular, you agree not to issue any transaction, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.9 Any increases or compensation payable to you by any member of the Company or Group Company under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and shares set out in this Employment Letter, are subject to, inclusion or modification to the extent reasonably deserved reasonably by the Company following in order to remain consistent with Barclays remuneration policy (as amended from time to time) or in compliance with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

11.10 Expenses.

There may be occasions when you incur business expenses for business, travelling to a training course or visiting another location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses of your training, learning and development needs, subject to your acceptance of the terms and obligations as would be contained in the agreement ("Training Agreement") that may be concluded with you. For the execution of the Training Agreement, you may be asked to sign a warranty to undertake your obligations under the terms of

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, and completion of the last managerial programme/curriculum, as the case may be, either to compensate the Company for your agreed sum or by way of damages. Your specific obligations will form part of the Training Agreement to be concluded with you. For the execution of the Training Agreement, you may be asked to sign a warranty to undertake your obligations under the terms of



10. The Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

11. Working hours.

11.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours, or more on a given day, your normal working hours would normally include up to a daily one hour break.

11.2 If you come in late, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

12. Holidays, Leave.

12.1 If you are unable to work through illness or injury, you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Handbook. The Company reserves the right to only approve such leave of more than two consecutive weeks if certified by a medical practitioner of the Company's choice, and in a timely fashion that you are capable and able to communicate and to disclose the full disclosure of any resulting report to Barclays.

12.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in the Employment Letter, on your behalf and the Company being satisfied that you are unable to work due to illness or injury.

13. Other absence from work.

Leave should be obtained in advance from your Manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your Manager as soon as possible. Absence without approval and/or explanation will be dealt with under the disciplinary measures which may result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

14. Amendments to terms and conditions of employment.

14.1 The Company reserves the right to revise, amend, replace or withdraw the contents of these Terms and Conditions from time to time, provided, however, that it is to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

14.2 For the avoidance of doubt, where the Company issues a circular under these Terms (including but not limited to the issuance to Holders, customers, clients or the like, any holder or member of the institution referred to make public all or part of the name, logo, trademarks and/or identity of any such an entity) such circular issued by letter or email or in any other form by an agent, service provider or representative of the Barclays Group, as well as its ultimate controller, shall be issued in the name of and on behalf of you and the Company which is documented formally in writing on the Company's standard paper by an authorized member of the Human Resources Department.

15. Application of rules and codes of conduct of the Barclays Group.

You confirm that the Company will be within its legal rights with prior notice before resorting to Article 16(1)(c) of this Letter to vary or abolish present and/or future arrangements with your position as it applies to individual members of staff, unless (i) you are an employee of a permanent branch of the Barclays Group, (ii) you are an employee of a temporary branch of the Barclays Group, (iii) you are an employee of a temporary branch of the Barclays Group, or (iv) you are an employee of a temporary branch of the Barclays Group, in which case you will be within your rights to do so.



16. Leaving Services.

16.1 Subject to paragraph 2 of these Details of Employment and Conditions the Company and you may wish to terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms, for which:

(a) either you or the Company may terminate your employment by giving the other a written notice (or, if greater, the minimum notice period relating to your position and during any probationary period that may apply to you) or (b) you or the Company may terminate your employment by giving the other a written notice (or, if greater, the minimum notice period relating to your position and during any probationary period that may apply to you) or (c) you or the Company may terminate your employment by giving the other a written notice (or, if greater, the minimum notice period relating to your position and during any probationary period that may apply to you).

(d) your employment shall be terminated on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group.

(e) your appointment may be terminated by the Company without notice or pay in lieu of notice if you commit a serious offence (as may be defined under applicable Company policy from time to time), which may include failure to comply with any policies and/or procedures including those referred to in the Details of Employment and Conditions; (f) if you commit a serious offence (as may be defined under applicable Company policy from time to time);

(g) your continuous and normal employment ceases to be deemed fit for either party to pursue an alternative, and;

(h) the Company may without notice, day or place notice or incurring any obligation to pay compensation immediately terminate your employment if you:

(i) are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

(j) are guilty of any act of dishonesty in gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group, or yourself into disrepute or may damage the business or affairs of the Barclays Group; or

(k) have been found by the Company to have materially or significantly breached or failed to comply with the terms of

you Employment Letter, or otherwise fail or refuse to carry out the tasks assigned by you; or

- (c) have breached or otherwise failed the Barclays Group conditions governing rules of conduct; or
- (d) cease to fulfil or fail to obtain any regulatory requirements or controls which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- (e) materially breach the rules of the Regulator; or

- (f) breach any Barclays Group rules, or anti-bribery or anti-corruption.

- (g) does not obtain or maintain the competencies or qualifications that you are required to have on the Company's part, or according to relevant regulation or professional norms to be able to work in your job profile.

- (h) is repeatedly absent without leave or allowed without leave for a period exceeding 14 days.

This sub-paragraph is not exhaustive and does not restrict any other RGD which the Company may have (whether at common law or otherwise) to terminate your employment agreement.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to give the notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in full of notice period. In respect of the Contract, the Company reserves the right to seek an agreed value of its unused payable, retained from the salary under any insurance. Further, you shall not be relieved from your contractual notice period, unless expressly relieved by writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the provisions relating to Intellectual Property, Confidentiality and Post-Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when called by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and the other property (of any kind) (including cash, business cards, etc.) relating to the business or belonging to the Barclays Group, together with all copies of the such documents that you have in your possession or under your control;

(b) immediately delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from this letter in your possession or control and hold yourself to the Company's principles;

(c) resign, with immediate effect from any offices or appointments you hold within or external to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of your posting to the Company may request.

19. Payment in Lieu of Notice

19.1 The Company retains the right to take available steps to terminate your employment and your terms, with immediate effect (whether or not notice has been given by either party by seven weeks) by writing to you of an intention to retain a payment in lieu of notice and if it does so the Company shall make you a payment in lieu of notice equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion of the "Payment in Lieu". Where the Company wishes to make a Payment in Lieu of notice or all of your Notice Period, your employment shall terminate on the day specified by the Company. Any unexpired period the Payment in Lieu of notice.

19.2 Any Payment in Lieu will be paid free tax and any applicable withholdings. You will not be entitled to receive any payment in respect of salary entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu will be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu from the Company's discretion to be paid on a lump sum within one month of the Termination Date or an equal monthly repayment from the date on which notice is served until what would have been the end of the Notice Period provided always that it after exercising its discretion to make a payment in Lieu the Company becomes aware of any salary that would perhaps be insufficient to adequately terminate your employment and payments due under this clause 19.3 will ceases to be payable and the net value of any Payment in Lieu that have been demanded by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of the employment contract.



20. Conduct during and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any available Notice Period; or

- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigator under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group other than as a customer and may instruct you to:

- (a) not speak to, work for or otherwise communicate with or engage with any director, employee, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any purpose, financial or domestic who, at the date of such suspension in exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company sees fit in its absolute discretion.

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- 10) Work with representatives from the Committee on Cultural Initiatives to create a framework of work and possible activities with regards to culture and art.

11) Offer arts residency which you have agreed.

12) During any period of suspension.

The above employment will be Contingent and this Employment Letter will terminate and you will continue to be bound by your obligations under it unless we expressly set out in this paragraph, including, but not limited to, your obligation of confidentiality, good form and loyalty to the Company, and

⑩ FBI staff members to know your family history and all connections to the group as well.

- 21.8 You consent to the Company (or its real or finance-partagent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, hire, let, occupy or otherwise

(e) for a period of 6 months, if you are an MD, Director, or VP or equivalent grade, or 3 months, if you are an ADP or below as indicated above, from the Termination Date appointed, subject to deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Directors Group and with whom you had material dealings in the course of your employment with the Company, or in respect of which you were aware of confidential and/or confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Noting this, the paragraph will prohibit you from dealing in existing business which is taken direct or indirect competition with the business of the Company.

for a period of 6 months of persons on NCL Director, or VP or equivalent grade) or 3 months if you are an AP or below or no higher grade than the Transition Date unless you take away or attempt to take or retain any or全部 or engage any director, officer or employee of another firm to do business with whom you had previous dealings within the 12 months preceding prior to the Transition Date. For the purposes of this paragraph "Employee of executive status" will include various individuals and employees of the Standard Group with a corporate grading Managing Director, Director, Vice President or equivalent grades, or anything which has the same grading and all employees of the Standard Group with a lower corporate grading where in the 12 months prior to the Transition Date, you have had the manager responsible dies in relation to the paragraph or they have full time managerial responsibilities as have been engaged in work or projects where the Company's financial resources are key to its business and / or known that they are in possession of material and confidential information relating to the Standard Group.

21.2 Each of the restrictions contained in this subparagraph may be considered by the parties to be indispensable in all the circumstances of the making of this Employment Contract. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void or going beyond what is reasonable in all the circumstances for the protection of the interests of the Business Group, it would be anticipated that such were deleted or one or more of the remaining, longer of available options assumed were resorted to; provided, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Contract and it is confirmed that such restriction in this subparagraph will be considered an express and individual restriction.

19.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this subparagraph, you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror at least 10 business days before accepting such offer.

- 22.1 The Company is entitled to withhold or delay at any point in time right, power or authority of the Company under this Employment Letter and
any other document or instrument of legal nature because of:

REFERENCES

14. We Complain that it is unacceptable practice for any authority screening, considering for approval, rejected, suspended or partially-reduced references checks from time to time. This approach has the very much concerning result that only the unselected references are supported or released to comply with the minimum standards for the role you are applying for.

(b) You should retain the currency shown by any of the mechanisms set out in paragraph 18(1)(c) of the Employment Lien Act or the relevant successor legislation.

22.2 That you will not use or distribute the Company's Software, and you shall not make any representation or warranty to the Company, either oral or in writing, which are inaccurate or inconsistent with the terms of this License Agreement.

(2) Not furnished to the Company, illustrating your use of all Company resources and its communication and material equipment, including without limitation the telephone, internet, stationary, wireless applications and email systems) and information stored on the Company's computer system(s), as described in your local appropriate data policy or otherwise in accordance with the Bank's Data protection and/or guidance on electronic communications. A copy of such policy or guidance must be provided.

22.5. You understand that you shall, during your employment, be granted access under the terms of your contract of hire to all records, books, notes, accountings or other documents or files which are maintained by the Company, whether any of the rights or benefits for which you are entitled will not be affected by any way of compensation by loss of office or otherwise, as such documents are used for the transaction of business.

2.2 If your appointment is terminated at any time by reason of any non-compliance or infringement of the Company or any Business Person's instructions, whether by writing or otherwise, and you are relieved of your services with any comment or undertaking included in or resulting from the non-compliance or infringement, you shall remain in trust until such time as the Company or any Business Person ceases to be party to the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking entered into or contracted with this instrument.

A circular blue stamp with the text "IIT ROORKEE LIBRARY" around the perimeter and "T.P.O." in the center.

Mr

and verify that

(i) you are not precluded or restricted by any terms of any agreement, undertaking, or covenant or any obligation to any third party from entering into this Employment Letter or undertaking to properly performing any of the duties of your employment with the Company;

(ii) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(iii) you are not currently, and have never been, the subject of an investigation by any company or body for suspected bribery or corruption activity where either (a) the investigation was conducted and your conduct found to amount to misconduct; or (b) where the investigation was ongoing and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary resignation or otherwise);

(iv) you are not currently and have never been, the subject of an investigation into suspected corrupt activity involving elements of bribery (including that of itself) or anti-competitive behaviour; and

(v) you will not during your employment at the Company breach any third party's rights in respect of confidential information, whether intellectual property;

(D.2) Any breach of these certifications will enable Barclays to immediately terminate your employment.

24. Governing Law

These Terms are governed in accordance with the laws of the state of your normal place of work, or (if neither if you work in Corporate Banking, Investment Banking or Wealth and Investment Management, the jurisdiction referred to is the exclusive jurisdiction of the competent courts of the state of your normal place of work, or (if neither if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceeding) that a law set out in connection with this Employment Letter.

25. Your Rights, Responsibilities and Procedures

(25.1) During your employment with the Company (and where appropriate after your employment has terminated), you must comply with all of the Company's policies and procedures and any legal and/or regulatory requirements, including those referred to in Schedule One (policies and procedures) and any other regulations relating to, and relevant to, consumer finance which do not may result in disciplinary action being taken against you.

(25.2) You should familiarise yourself with all policies and procedures. For example, if you provide financial advice and sell products on your behalf, The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important although this is not intended as a non-exhaustive list:

- Any applicable Employee Handbook
- Anti-Bribery and Corruption
- Negotiator's Business Principles
- Mercury Integrations
- Data protection, confidential information and Client care
- Equality and Diversity
- Managing people, including our code of fair treatment and our disciplinary and grievance policies
- Bullying, Harassment and Disciplinary Policy
- Prevention of Sexual Harassment at the Workplace
- Dress of Work
- Electronic and other forms of communication
- Financial account and effects banking
- Conflict of Interest and Related Business Activities and AT19 (where)
- Market Research
- GCRs and Correspondence
- Health and Safety
- Understanding of Fostering Concepts
- Guidance Notes

(25.3) Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

(25.4) The disciplinary and grievance rules and procedures which are applicable to your employment are set out in your contract. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's standard procedure. If you wish to make a grievance please apply in writing to your line manager or HR contact in accordance with the Company's standard procedure.

APPENDIX 3

Definitions and Interpretation

(i) For Capitalised Terms and Definitions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

(a) a holding company as defined by Section 1159 of the Companies Act 2006 of Barclays;

(b) a subsidiary as referred to Section 1159 of the Companies Act 2006 of Barclays or of its holding company;



[Signature]

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(i) a company over which Barclays has control within the meaning of Section 1151 of the Corporation Tax Act 2009; or

(ii) a subsidiary undertaking referred to Section 1152 of the Companies Act 2006 (in Barclays);

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employer entity within the Barclays Group.

"Damages" means loss and expenses suffered by the Company as a result of unlawful termination of the Employment Letter in breach of the procedure mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Key Particulars" means the details given set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and/or the PRA, and/or FSB and/or BISB as may be applicable, or any successor or applicable regulatory authority.

"Risk control Compliance Requirements" means a control or regulatory issue of Unlawful significance that is identified by the Company in its usual procedures.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means a ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

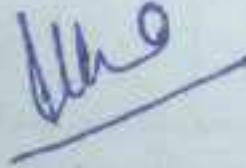
Some capitalized terms in the Details, Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedule unless stated otherwise. References to any tariff or legislation will include any modification, re-enactment or replacement of that document.

Your Offer Attachments

Response
Accept the offer

Signature

(Please enter your last name as captured below)
Shashi

A handwritten signature in blue ink, appearing to read "Shashi".

From:

Skilcoup.com

To:

Sudanshu Tiwari**Sub: Internship Offer Letter**

Dear Sudanshu,

On behalf of Skilcoup, we are elated to inform you that you have been selected for the position of front-end developer intern with our company. On your acceptance of this offer letter, you will be required to join the organization from Jan 16, 2023.

I would like to inform you that the duration of this internship will be 6 months and it will be an unpaid internship.

Your internship will end on July 17th, 2023. I would also like to highlight that the company holds complete rights to terminate your internship anytime during this period with or without any reason.

During your internship, you will get access to different kinds of confidential information about the company and by accepting this offer letter, you agree that you will take complete care in maintaining the confidentiality of all the information the you come across and by any means, you will not be using it for any kind of personal benefits or reasons other than work related tasks. On completion of your internship, you will be required to handover all the company possessions that will be given to you during your internship.

On completing of internship, you will be given:

1. Internship Certificate
2. LinkedIn Recommendation

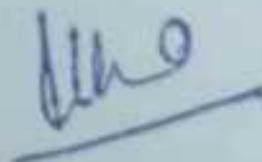
By accepting this offer letter, you agree to all the terms and conditions that have been mentioned above and you agree that you will be following all the rules and regulations at the company and you will also be observing all the practices and policies that define the working and conduct at the company.

We look forward to have you onboard and we are hopeful that this association will be mutually beneficial to both the parties. If you have any other queries, please feel free to admin@skilcoup.com. You will need to express your acceptance to the appointment as intern with our company by replying to this mail I accept the below offer letter and will start working for internship without any hesitation.

Congratulations and welcome aboard.

Sincerely,

Soham Muchlambie
Founder & CEO, Skilcoup

Amazon.com, Inc. Group

**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT
FOR ENGLAND/WALES BASED, LEVEL 1-5 EMPLOYEES**

Agreement dated 7 June 2022

BETWEEN

(1) EVI TECHNOLOGIES LIMITED a company incorporated in England and Wales whose registered office is located at Poseidon House, Castle Park, Cambridge, CB3 0RD (the "**Company**")

AND

(2) Samkit Shah of L-1, Mangal Kunj, Jambli Gali S.V.Road, Borivali West,Mumbai 400092, IN (the "**Employee**").

RECITALS

- A. The Employee is entering into this agreement in connection with the Employee's acceptance of a new contract of employment with the Company or as a condition of the Employee's continued employment or in consideration of receiving a promotion;
- B. The Company is a wholly owned subsidiary of Amazon.com, Inc., a Delaware, USA corporation ("Amazon").

NOW IT IS AGREED as follows:

1. Disclosure and Delivery to the Company

Disclosure and Delivery to the Company

- 1.1. The Employee shall, without additional reward, promptly disclose and deliver over to the Company, to the extent that such disclosure could reasonably be expected to be of interest to the Company, in writing, or in such form and manner as the Company may reasonably require, the following ("**Disclosure Information**"):
 - 1.1.1. any and all algorithms, procedures or techniques related to the Company's business activities or to the Employee's work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested or applied by the Employee while employed by the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;
 - 1.1.2. any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company;
 - 1.1.3. any and all products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested or applied by the Employee while employed by the Company, whether or not such products or services are marketed, sold or provided by the Company; and
 - 1.1.4. any other ideas or information conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company if the idea or information could reasonably be expected to prove useful or valuable to the Company.

1.2. Certain Qualifications and Recognitions

The Employee recognises that the Employee will hold an important position at the Company, and that, as one of the Employee's important job duties, the Employee will be expected to conceive, originate, adapt, discover, develop, acquire, evaluate, test and/or apply ("Conceive and/or Originate") products, services, techniques, algorithms, strategies, procedures and/or ideas

("Products and/or Services"), even when, in order to do so, the Employee must help lead the Company in new directions, or into activities and business areas which are new to the Company. However, the Company recognises that the Employee may Conceive and/or Originate certain Products and/or Services which are unrelated to the activities of the Company, unrelated to the planned activities of the Company, and unrelated to any reasonable extension of the activities or planned activities of the Company ("Unrelated Products and/or Services"). The parties therefore agree that, notwithstanding the other provisions of this Clause 1:

- 1.2.1. any Unrelated Products and/or Services Conceived and/or Originated by the Employee, even while employed by the Company, shall not be considered Disclosure Information;
 - 1.2.2. the fact that the Employee used modest amounts of Company equipment or facilities (for example, by sending e-mail messages using Company computers and network connections) in the course of Conceiving and/or Originating an Unrelated Product and/or Service shall not cause such an Unrelated Product and/or Service to be considered Disclosure Information;
 - 1.2.3. the fact that the Employee Conceived and/or Originated a Product and/or Service during the Company's normal operating hours or on the Company's premises shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;
 - 1.2.4. the fact that the Employee Conceived and/or Originated a Product and/or Service outside of the Company's normal operating hours or off the Company's premises shall not, in and of itself, prevent such a Product and/or Service from being considered Disclosure Information.
- 1.3. Information obtained from Third Parties

For purposes of this Clause 1, information "acquired" shall be deemed to include information relayed to the Employee by third parties, whether or not such third parties were compensated by the Company in connection with such acquisition.

NOTICE Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate the Employee to assign or offer to assign to the Company any of the Employee's rights in an invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on the Employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the Employee for the Company.

2. Confidential Information

2.1. Definition of Confidential Information

The parties acknowledge that, in order to permit the Employee to successfully perform and/or continue to perform the duties associated with the Employee's employment with the Company, it is necessary for the Company to provide the Employee with access to certain valuable proprietary information and knowledge of certain modes of business operation ("Confidential Information") which are essential to the effective operation of the Company, and which give the Company a competitive advantage over other firms pursuing related business activities. In the context of this Agreement, the term "Confidential Information" shall be deemed to include but not limited to:

- 2.1.1. the identity of and any contact lists or databases relating to the Company's business partners, customers, investors, or joint venturers, vendors or suppliers and the terms on which the Company does business with each such entity or generally;
- 2.1.2. computer software developed by or for the Company;
- 2.1.3. data of any sort compiled by or for the Company, including, but not limited to, data on the effectiveness of any particular marketing campaign or advertising venue or method or demographic or other data related to the Company's customers or prospective customers;

- 2.1.4. the fact that the Company uses, has used, or has evaluated for potential use a particular computer program or system, or any particular database or source of data, supplied by a party other than the Company;
- 2.1.5. algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any algorithms, procedures or techniques in each case which is in the public domain and excluding any algorithms, procedures or techniques licensed by the Company from a third party on a non-exclusive basis unless such licence or other circumstances identify such algorithms, procedures or techniques as being of a confidential nature to which obligations of confidentiality are attached), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- 2.1.6. details of any marketing, development, pre-selling or other exploitation of any intellectual property, or other rights of the Company, any proposed options or agreements to purchase, licence or otherwise exploit any intellectual property of the Company, any intellectual property which is under consideration for development by the Company, any advertising, marketing, or promotional campaign which the Company is to conduct;
- 2.1.7. the fact that the Company uses, has used, or has evaluated for potential use any particular algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- 2.1.8. pricing or marketing strategies developed, investigated, acquired, evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies; prices and pricing strategy, discounts, mark-ups or profit margins, marketing, tenders and any price sensitive information;
- 2.1.9. information about the Company's plans, including, but not limited to, plans for expanding into new products or services, maturing business opportunities, business strategy, marketing plans, presentations, tenders, projects, joint ventures or acquisitions and developments;
- 2.1.10. financial information relating to the Company including, but not limited to, management accounts, sales forecasts, dividend forecasts, profit and loss accounts and balance sheets, draft accounts, results, profit margins and any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- 2.1.11. information related to, or that might reasonably be expected to lead to, understanding the viability of selling any particular product or service via any particular vehicle such as interactive, computer-based shopping;
- 2.1.12. details of the individual names, the job skills and capabilities, the performance or remuneration and benefits of any employee or temporary worker of the Company or any Affiliate;
- 2.1.13. and information in respect of which the Company is bound by an obligation of confidence to a third party; and
- 2.1.14. any other information gained in the course of the Employee's employment with the Company which the Employee ought reasonably to know is confidential and/or that could reasonably be expected to prove detrimental to the Company if disclosed to third parties, including without limitation any information that could reasonably be expected to aid a competitor or potential competitor of the Company (a "Competitor") in making inferences regarding the nature or scope of the Company's business activities, where

such inferences could reasonably be expected to allow such a Competitor to compete more efficiently or effectively with the Company; but will be deemed not to include any information that:

- 2.1.15. is in or enters the public domain without breach of this Agreement;
- 2.1.16. is received by the Employee from a third party who did not acquire or disclose such information by a wrongful or tortious act; or
- 2.1.17. can be shown to have been obtained by the Employee prior to the commencement of the Employee's period of continuous employment (as defined in the Employment Rights Act 1996) with the Company (save for information obtained by the Employee from the Company) and any information which is obtained by the Employee subsequent to and independent of the Employee's relationship with the Company (save for information obtained by the Employee from the Company).

2.2. Use and Disclosure of Confidential Information

2.2.1. The Employee acknowledges that the Employee has acquired and/or will acquire Confidential Information in the course of or incidental to the Employee's employment with the Company, that the ability of the Company to continue in business could be seriously jeopardised if such Confidential Information were to be disclosed generally and/or were to be used by the Employee or by other persons or firms to compete with the Company. Accordingly, the Employee acknowledges that the following restraints are necessary for the reasonable protection of the Company, of its business, and its partners, customers, investors, or joint venturers, vendors or suppliers and therefore agrees that:

- (a) the Employee shall not, directly or indirectly, at any time, during the term of the Employee's employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any such Confidential Information in connection with any activity or business except the business of the Company, and shall not cause or facilitate the publication or disclosure of such Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorised in writing by the Company;
- (b) the Employee shall observe strict secrecy as to the affairs and dealings of the Company;
- (c) the Employee shall not make or store copies of any Confidential Information onto personal folders or directories (whether electronic or otherwise), and shall not transmit Confidential Information or copies thereof to any personal email accounts; and
- (d) during the continuance of the Employee's employment with the Company the Employee shall ensure as far as practicable that other employees of the Company comply with the provisions of this clause 2.2.1. and shall notify the Company as soon as possible if the Employee discovers, or reasonably believes, that any third party (including, without limitation, any employee or temporary worker of the Company) has used, divulged or disclosed or will use, divulge or disclose Confidential Information.

2.2.2 Notwithstanding Clause 2.2.1, the Employee may disclose Confidential Information as required to comply with binding orders of governmental entities or regulatory authorities that have jurisdiction over the Employee, provided that the Employee:

- (a) gives the Company reasonable written notice to allow the Company to seek an injunctive order or other appropriate remedy;
- (b) provides any assistance which the Company may reasonably require in order to secure such order or such remedy (with the Employee's expenses reasonably incurred in providing such assistance to be reimbursed by the Company);
- (c) discloses only such information as is required by the governmental entity or regulatory authority; and

- (d) uses reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- 2.3. No Waiver of Trade Secret Protection
Nothing contained in this Agreement shall be deemed to weaken or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.
- 2.4. Patents, Copyright and Other Intellectual Property
- 2.4.1. Subject to the Employee's rights under Section 39-43 of the Patents Act 1977, all patents, copyrights, design rights, registered designs, trade secrets, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in computer software, database rights, topography rights, and other proprietary rights relating to the Confidential Information or to the Disclosure Information as defined in Clause 1 shall be automatically owned by the Company to the fullest extent permitted by the law. The Employee hereby irrevocably transfers and assigns to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Disclosure Information and any modifications throughout the world, including, without limitation:
- (a) all patents and registered designs in the Confidential Information and/or the Disclosure Information and all rights to secure registrations, renewals and extensions of the same;
 - (b) by way of future assignment, all copyrights, design rights, trade secrets and other proprietary rights in the Confidential Information and/or the Disclosure Information for the full terms of each throughout the world and all rights to secure (where applicable) registrations, renewals and extensions of the same;
 - (c) all rights to make, use, practice, import, export and otherwise fully exploit the Confidential Information and/or the Disclosure Information and any and all modifications that the Employee or Company may hereafter make or develop;
 - (d) all rights to file and prosecute applications for patent protection and registered designs covering the Confidential Information and/or the Disclosure Information and modifications thereon, and the processes and designs embodied therein, in the United Kingdom, United States and in every other country throughout the world;
 - (e) all rights under any patent which may be issued on the Confidential Information and/or the Disclosure Information or the modifications thereon, and any processes and designs therein, and all rights to enjoy the same; and
 - (f) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, or other materials related to the Confidential Information or to the Disclosure Information.
- 2.4.2. To the extent that any intellectual property rights of the kind listed in Clause 2.4.1 do not vest automatically in the Company or are not assigned to the Company by virtue of that clause, the Employee agrees to hold such rights on trust for the sole benefit of the Company and its successors.
- 2.4.3. During the period of the Employee's employment with the Company, the Employee agrees to provide the Company with such information and know-how in the Employee's possession or control as may be necessary for the Company to use, market, develop and/or commercially exploit the Confidential Information and the Disclosure Information and modifications.
- 2.4.4. During the period of the Employee's employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees to cooperate with the Company as may be necessary and at the Company's reasonable expense, to obtain patent, registered design, copyright and design rights protection for the Confidential Information and the Disclosure Information and modifications and agrees to do such further acts and execute and deliver to the Company such instruments

- as may be required to perfect, register, protect or enforce the Company's ownership of the rights assigned under this Agreement.
- 2.4.5. The Employee irrevocably and unconditionally waives in favour of the Company any and all moral rights in any Confidential Information and the Disclosure Information conferred on the Employee by Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 2.4.6. The Employee acknowledges that, for the purpose of the proviso to section 2(1) of the Registered Designs Act 1949 (as amended), the covenants on the Employee's part and the Company will be treated as good consideration and the Company will be the proprietor of any design contained in the Employee's right title and interest in the Confidential Information and the Disclosure Information.
- 2.5. For purposes of this Clause 2, the term Company shall be deemed to include Amazon as well as any subsidiaries or affiliates of Amazon that may, from time to time, become associated with Amazon.

3. Attention and Effort

During the term of the Employee's employment with the Company, and without limiting any other provision hereof, the Employee will devote all of the Employee's entire productive time, ability, attention and effort to the Company's business and will skillfully serve its interests and will not carry on any other profession, trade or gainful employment.

4. Protected Disclosures

Nothing in this Agreement shall restrict the rights of the Employee to make a Protected Disclosure under the Employment Rights Act 1996 ("ERA"). If the Employee has a particular grievance, concern, disclosure or information of a particularly sensitive nature or has reasonable grounds to believe that the Company has committed a crime, a breach of its legal obligations, a miscarriage of justice, or a breach of health and safety or environmental legislation, the Employee should raise this in the first instance with a manager of the Employee's choice. For the purposes of this clause "Protected Disclosure" shall mean a qualifying disclosure as defined by section 43B ERA which is made by the Employee in accordance with any of sections 43C to 43H ERA.

5. Severability

Each provision of this Agreement is separate and severable from the remaining provisions and enforceable accordingly. If any provision of this Agreement is unenforceable for any reason, but would be enforceable if some of its wording were deleted, it shall apply with such deletions as are necessary to make it enforceable.

6. Waiver

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion or occasions shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

7. Survival

The obligations of the Employee under Clause 2 of this Agreement shall survive the termination of this Agreement and of the Employee's employment with the Company.

8. Headings

The Clause headings appearing in this Agreement are used for convenience of reference only and shall not be considered a part of this Agreement or in any way modify, amend or affect the meaning of any of its provisions.

9. Rules of Construction

Whenever the context so requires the use of the singular shall be deemed to include the plural and vice versa.

10. Governing Law

The formation, construction and performance of this Agreement shall be governed by the law of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST BEFORE WRITTEN



Date: 7 June 2022

Name: Evelyn Gonzalez Escalante – Sr Mgr New Joiner Support
For and on behalf of Evi Technologies Limited

Executed by (Employee)
Samkit Shah

Sign _____

Date _____



Agreement for Reimbursement of Secondary Class 1 National Insurance Liability

This agreement (the "NIC Agreement") relates to options and restricted stock units that are to be settled in shares, and any other rights to acquire shares, that are or may be granted to you under the Amazon.com, Inc. 1997 Stock Incentive Plan (the "Plan") ("Rights").

If you acquire shares pursuant to Rights, if Rights are assigned, released or cancelled or if benefits are received in connection with Rights, any gain arising upon such event will be subject to income tax and employees' National Insurance Contributions ("NICs"). In addition, Amazon.com, Inc. or your employing company (the "Employing Company") has a liability to pay employer's National Insurance Contributions (by virtue of section 4(4)(a) of the Social Security Contributions and Benefits Act 1992) on any gains which are subject to income tax and employee's NICs in connection with your Rights ("Secondary NICs"). The Social Security Contributions and Benefits Act 1992, as amended, enables you and the Employing Company to enter into an agreement pursuant to which you will reimburse the Employing Company for any amount of the Secondary NICs that becomes payable by the Employing Company.

Participation in the Plan and the acquisition of shares pursuant to any Rights granted to you under the Plan is subject to you entering into an agreement, whereby you agree to accept the whole or any part of any liability to Secondary NICs that arises in connection with any Rights granted to you under the Plan, as determined by Amazon.com, Inc. in its absolute discretion. Accordingly, and by signing this NIC Agreement, you agree that in the event you acquire shares pursuant to your Rights, you assign or release your Rights or in the event of cancellation of or receipt of a benefit in connection with your Rights (each within the meaning of section 477 of the Income Tax (Earnings and Pensions) Act 2003), or any other event or circumstance which gives rise to a charge pursuant to section 4(4)(a) of the Social Security Contributions and Benefits Act 1992, you will be liable to pay any Secondary NICs which is due on any gain which you make that Amazon.com Inc., in its absolute discretion, determines shall be payable by you.

Your Agreement

By signing this NIC Agreement:

1. You hereby agree with Amazon.com, Inc. and the Employing Company (which, for the purposes of this NIC Agreement, shall include any entity employing you from time to time), as a condition of participation in the Plan and the acquisition of shares pursuant to any Rights granted to you under the Plan, to accept the whole or any part of any liability to secondary Class 1 National Insurance contributions that arises pursuant to section 4(4)(a) of the Social Security Contributions and Benefits Act 1992 in connection with any Rights granted to you under the Plan at any time, as determined by Amazon.com, Inc. in its absolute discretion (the "Relevant Secondary NICs").
2. You understand that this NIC Agreement, which is permitted by paragraph 3A(2) and (4) of Schedule 1 to the Social Security Contributions and Benefits Act 1992, will not apply to the extent that it relates to Secondary NICs arising by virtue of Chapter 3A of Part 7 of the Income Tax (Earnings and Pensions) Act 2003 (employment income: securities with artificially depressed market value). You further understand that this NIC Agreement further does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the Social Security Contributions and Benefits Act 1992 or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
3. You hereby authorise the Employing Company, or Amazon.com, Inc. on behalf of the Employing Company, to collect any Relevant Secondary NICs payable by you pursuant to this NIC Agreement, together with any applicable income tax and employee's National Insurance Contributions, (together, the "withholding requirement") in one or more of the following ways:-

- a. if you wish to retain the shares that you acquire in respect of the Rights, by you providing the Employing Company, not later than the time you are entitled to acquire such shares, with the amount (in cleared funds) of the withholding requirement that is due on the gain (in addition to the price of the shares). With respect to options, you will be required to pay the said amount through a brokerage firm designated by Amazon.com, Inc. and in the case of restricted stock units you will be required to pay the said amount directly to Amazon.com, Inc. on behalf of the Employing Company;
 - b. if you wish the exercise of a Right which is an option to be a "cashless" exercise, i.e., there is a simultaneous exercise of the Right and sale of the underlying shares, by you authorising a brokerage firm designated by Amazon.com, Inc. to remit to the Employing Company or to Amazon.com, Inc. on behalf of the Employing Company, not later than the settlement date for the sale of such shares, an amount equal to the withholding requirement (in addition to the price of the shares);
 - c. in the case of restricted stock units, by your authorising Amazon.com, Inc. to arrange the sale of the number of whole shares with a value net of sale expenses equal to the withholding requirement on your behalf and deliver the proceeds of such sale to the Employing Company;
 - d. by deduction from any salary payment or any other money or shares which may be due to you; and/or
 - e. by any other method referred to in the award agreement(s) applicable to the relevant Right(s).
4. Where payment is due from the Employing Company or from the designated brokerage firm for the assignment, release or cancellation of the Rights, you hereby authorise a deduction of the relevant amount of the Secondary NICs sufficient to cover the liability from such payment. Where any agreement is made between you and a third party for the assignment, release or cancellation of the Right, and payment is made from a third party, you authorise the third party to withhold an amount sufficient to cover the relevant amount of the Secondary NICs due from the payment, for onward remittance to the Employing Company.
5. You hereby agree that no shares shall be registered in your name pursuant to a Right if you have not met the amount of the Relevant Secondary NICs due from you pursuant to this NIC Agreement, and any other tax liability applicable to you, in respect of the relevant Right.
6. You hereby understand and agree that this NIC Agreement shall continue in full force and effect for such period as the Employing Company is responsible for the Relevant Secondary NICs (notwithstanding any cessation of your employment with the Employing Company or in the United Kingdom), except to the extent that this NIC Agreement is terminated by Amazon.com, Inc. or the Employing Company in its absolute discretion as may be notified to you in writing.

Please electronically sign this NIC Agreement. If Amazon.com, Inc. does not receive your signed NIC Agreement, you will not be entitled to acquire shares pursuant to any Right(s) granted to you under the Plan.

Sign _____

Name _____ Samkit Shah

Date _____

AMAZON.COM, INC., acting on behalf of itself and the Employing Company:

By : 

Name : Evelyn Gonzalez Escalante
Title : Senior Manager HR Services



Private and Confidential

18 August 2022

Samkit Shah
L-1, Mangal Kunj, Jambli Gali
S.V.Road, Borivali West
Mumbai
400092
IN

Dear Samkit,

I am pleased to offer you the position of Software Dev Engineer Intern with Evi Technologies Limited ("the Company") as outlined in this letter and the attached statement of Terms and Conditions of Employment, given to you in accordance with the Employment Rights Act 1996. The offer is conditional on and subject to:

- (a) the Company receiving:
 - a. satisfactory employment references;
 - b. the result of a background check including a Disclosure Scotland check, and certificate issued by the Disclosure and Barring Service (if applicable);
 - c. a standard criminal records check in the country in which you were resident if you have lived outside the UK for more than one year within the last seven years;
 - d. confirmation of your educational/professional qualifications where it is a requirement of your role;
 - e. and of course, confirmation (prior to joining) of your eligibility to work in the UK.
- (b) on your start date (as set out in the attached Statement of Terms and Conditions of Employment), you being contractually free to commence employment with the Company and not subject to any contractual obligation or restriction which would be breached by you commencing employment with the Company on the intended start date and carrying out the duties of Software Dev Engineer Intern.

It is a requirement of your employment with the Company that you complete and submit the employee section of the background check before your start date with the Company, and you may not commence employment with the Company if you fail to do so.

Start Date, Salary, and other entitlements

Details of your start date, salary, and other entitlements are set out in the attached documents. Please also note that if you join the Company after the 19th of the month your first salary payment including any sign on bonus being paid to you, will not be made until the payroll date of the following month.

Confidential Information

The Company, and all Amazon companies take the protection of Confidential Information very seriously. We protect our own Confidential Information and we do not solicit or use the Confidential Information belonging to third parties. This applies to all employees during the recruitment process, employment with us, and afterwards.

You will therefore ensure that you do not bring with you to the Company any document or other material (in whatsoever medium) embodying any Confidential Information from your previous employer, or in any way disclose such information to us. Should you be asked to disclose Confidential Information by any employee of the Company you must refuse.



The Company also expects you to comply in full with any obligations you may owe to any former employer or any third party in relation to the protection of their confidential information. You should familiarize yourself with the terms of any such obligations and ensure that you comply with your obligations at all times.

Any breach by you of your obligations to Amazon to protect its Confidential Information, or of any obligations you may owe a third party in relation to the protection of their confidential information whilst you are an Amazon employee, may lead to disciplinary proceedings being commenced against you.

Confidentiality and Invention Assignment Deed

As a condition of this offer of employment, we require that you sign the enclosed Amazon.com, Inc. Group Confidentiality and Invention Assignment Deed. This needs to be signed in the presence of an adult witness. The Company reserves the right to withdraw this offer or terminate your employment if you do not sign the Deed, or if you amend any term of the Deed.

The following documents can be found on the MyDocs portal:

- Statement of Terms and Conditions of Employment (continuation of this document)
- Restricted Stock Unit Awards summary
- NIC Agreement
- A number of Company Policies
- Confidentiality and Invention Assignment Deed
- Code of Business Conduct and Ethics
- New Employee Mandatory Certification form
- New Starter form
- Insider Trading Guidelines
- Starter Checklist (HM Revenue & Customs – replaces the P46)
- Information on Benefits

Acceptance of this Offer of Employment

If you wish to accept employment with the Company, please indicate so by signing:

- Statement of Terms and Conditions of Employment
- NIC Agreement
- Confidentiality and Invention Assignment Deed
- New Employee Mandatory Certification form

Please also read and acknowledge the Company Policies included on the MyDocs Portal.

Additionally, please complete the following forms:

- New Starter form
- Starter checklist (tax declaration). When you have a P45 available, please send it to the HR Department.

Please complete these actions within 10 business days. If you have not done so by then, this offer will lapse.



Reimbursement of Secondary NIC Liability

Please take note of the attached document 'NIC Agreement' which you are required to sign as part of your acceptance to this offer of employment. At each vest (date of you becoming owner of Amazon shares) the value of the shares that are being transferred to you at that time is subject to tax and national insurance contributions. By signing the attached document, you agree to bear the whole or any part of any liability to secondary Class 1 National Insurance contributions that arises in connection with stock-related earnings ("Secondary NICs"), as determined by Amazon.com, Inc. in its absolute discretion (currently 50% of the Secondary NICs, which applies to stock-related earnings at a rate of 13.8%). This is administered through payroll and based on the value of the stock that you become the owner of at the time of vest.

Educational and Professional Qualifications

On or before your first day of employment, please provide the originals of all qualification documents and/or the certificates of any professional qualifications that were listed in your curriculum vitae or discussed with you during the hire process and which: (i) are a requirement of your role; and/or (ii) the Company has specifically requested that you provide. These should be provided to the HR Department.

Immigration Law Requirements

It is your obligation to ensure that you hold the correct immigration status to enable you to work lawfully in the UK at all times and that you can evidence this to Amazon's satisfaction as/when required. Therefore, on or before your first day of employment, you will need to produce original documents to evidence your entitlement to work in the UK for inspection in accordance with Home Office's guidance on the prevention of illegal working. Examples of acceptable documents include the following:

- Passports and/or a national Identity card in the manner/form permitted by the Home Office's guidance on acceptable right to work documents from time to time;
- Evidence of your holding valid status under the EU Settlement Scheme;
- UK birth certificate accompanied with proof of national insurance;
- A current Biometric Residence Permit card or vignette printed inside a valid passport;
- Any other List A or B document permitted by Home Office guidelines or a satisfactory response from the Home Office's online right to work checking service confirming that you are entitled to work in the UK.

Should your immigration status change at any time, you must inform your line manager and the relevant authorities immediately. Amazon may terminate your employment if you are unable to demonstrate your right to work in the UK in line with Home Office guidance.

We are very excited about the possibility of your joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

I look forward to receiving your written acceptance and working with you at the Company.

Yours sincerely
Amazon Recruiting Team



STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

EMPLOYER: Evi Technologies Limited ("the Company")
EMPLOYEE: Samkit Shah

The following main terms and conditions will apply to your employment with the Company. This Statement is given to you in accordance with the Employment Rights Act 1996 and forms your contract of employment.

The Company also has a number of policies and procedures (the "Company's Policies and Procedures") and a Code of Conduct. The Company's Policies and Procedures and the Code of Conduct are accessible via the Company's Intranet (and hard copies can be requested from the Human Resources Department). You are expected to familiarize yourself with these Policies and Procedures and the Code of Conduct and by signing this Statement you agree to comply with them, as amended from time to time. Any breach of the Company's Policies and Procedures or the Code of Conduct may result in disciplinary action being taken, up to and including summary termination of your employment. Except where otherwise stated, the Company's Policies and Procedures and the Code of Conduct do not form part of your terms and conditions of employment. The Company reserves the right to change these Policies and Procedures and the Code of Conduct from time to time.

1. Date of Commencement

- 1.1. Your employment with the Company will be for a fixed term beginning on 9 January 2023 and terminating on 28 April 2023 at which time your employment will end automatically without the need for further notice, unless otherwise agreed in writing between you and the Company or terminated earlier at any time by you or the Company in accordance with clause 20 (Termination of Employment).
- 1.2. This employment is not continuous with a previous period of employment.
- 1.3. Your contract of employment is subject to a six month probationary period which commences on your first day of employment with the Company. At the end of this period the Company will notify you whether or not you have satisfactorily completed your probationary period. The Company reserves the right to extend your probationary period (and your probationary period will not end unless and until the Company confirms to you that your probationary period has ended).

2. Duties

- 2.1. You will be employed in the position of Software Dev Engineer Intern. You will be expected to do your job to the best of your ability at all times.
- 2.2. You will be required to comply with the Company's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in the Company's Policies and Procedures and in the Code of Conduct. Unless otherwise stated, such rules, regulations and policies do not form part of your contract of employment.
- 2.3. You should recognize that during the course of your employment, as the business of the Company changes, it may be necessary to change your duties. The Company therefore reserves the right to change your responsibilities and duties and job title from time to time, including but not limited to requiring you to work for another company within the Amazon group of companies, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

Evi Technologies Limited

Registered Office: Poseidon House, Castle Park, CB3 0RD Cambridge, United Kingdom
Registered in England and Wales • Company Registration No. 04660006 • VAT No. GB 883430612



3. Hours of Work

- 3.1. Your normal working hours will be 40 hours per week plus such other reasonable hours as are necessary to fulfil your duties to the Company's satisfaction. Your normal daily working hours will be 8.30am to 5.30pm Monday to Friday inclusive, with a one hour lunch break, to be taken at a mutually agreed time. However, the Company reserves the right to change your working days or hours or to require you to work other shifts without changing the total weekly hours to be worked, provided that before implementing any changes the Company will consult with you and consider any reasonable objections which you may have to the proposed changes. You may be required to work on public holidays and/or at weekends (including Sundays).
- 3.2. You are not eligible for payment in respect of overtime.
- 3.3. The Company has the right to require you not to carry out your normal job duties and/or to remain away from work on full pay and benefits and on such conditions as the Company may specify from time to time during all or any part of any notice period (whether given by you or the Company). During such time you remain an employee of the Company and remain subject to your duty of fidelity to the Company and to the remaining terms and conditions of this Statement. If the Company exercises its rights under this clause you may not contact any supplier, vendor, employee or customer of the Company unless agreed in advance with HR.
- 3.4. You agree that the 48-hour limit under the Working Time Regulations 1998 (the "Regulations") shall not apply to you. Your agreement to opt out of the 48-hour limit under the Regulations will remain in force indefinitely. However, the Company or you may opt back into the 48-hour limit under the Regulations at any time by giving not less than 3 months' written notice to the Company.

4. Place of Work

- 4.1. Your normal place of work will be the Company offices based in Cambridge. You will work within the Ring Eng.
- 4.2. You should also be aware that Amazon is an international company having locations throughout Europe, Asia and the USA and because of the nature of your duties you may be required to transfer to another department and/or place of work either in the UK or outside of the UK on a temporary or permanent basis provided that before implementing any such permanent transfer the Company will consult you and consider any reasonable objections which you may have to the proposed changes.

5. Remuneration

5.1. Pay

- 5.1.1. Your salary will be £42,000 (GBP) per annum. This will be payable in equal monthly installments for the length of your contract with the exception of your first monthly salary payment following your start date which will be calculated pro rata based on the proportion of the first calendar month you work. This is payable in arrears in accordance with the Company's standard payroll practice and is currently usually paid on or around the 28 of the month and subject to deduction of income tax and National Insurance contributions under "PAYE". If your employment starts after the 19 day of the calendar month, your first salary payment will be made in the following calendar month. Your salary



will be reviewed in accordance with internal performance reviews systems, details of which are set out in the Company's Policies and Procedures.

- 5.1.2. The Company has the right to deduct from your pay or any other sums owing to you, any sums which you may owe the Company, including without limitation, any over-payments or loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of the Company's Policies and Procedures or failure to return the Company's property. The Company also has the right to deduct from your pay the cost of a medical examination or other medical appointment if you have agreed to attend the appointment and then fail to attend without good reason. The Company will also deduct any Company Sick Pay that the Company has paid to you if you claimed it dishonestly or in breach of the Absence policy for corporate employees, for example if you were not genuinely ill or submitted a forged sick note.

6. Expenses

- 6.1. You will be reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to compliance with the Expenses and Travel policies contained in the Company's Policies and Procedures.
- 6.2. You must not bribe anyone for any reason, whether in dealings with governments or the private sector, and must comply at all times with the Code of Conduct. You must not, without the prior written authorisation of the Company or in breach of any applicable legislation, directly or indirectly seek, receive or obtain, in respect of the performance of your duties or of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of the Company or the Amazon Group, anything of value, or any personal benefits, discount, rebate, commission, bribe, kickback or other inducement, whether in cash or in kind.

7. Sickness and Notification of Absence

- 7.1. Details of your entitlement to Company Sick Pay are set out below. Please note that if you are absent from work you must comply with the notification requirements set out in the Absence policy for corporate employees. Failure to comply with this policy may result in disciplinary action being taken and may result in Company Sick Pay not being paid. Therefore, please study this policy and the notification requirements with care. A copy of the policy is available on the intranet or from HR.
- 7.2. The Company may request that you undergo a medical examination at its expense through a GP or other certified medical health expert/s appointed by the Company and at the Company's expense. By signing this contract, you agree that you will not unreasonably refuse to attend such an appointment and that any report produced in connection with any such examination may be disclosed to the Company, and that the Company may discuss the contents of the report with the relevant medical expert. Disciplinary action may be taken for breach of contract if you refuse to attend such an appointment.
- 7.3. Company Sick Pay will be in accordance with the Company arrangements as set out below and is subject to the Sick Leave policy for corporate employees (as amended by the Company from time to time) as well as your compliance with this Agreement:



Maximum number of working days that Company Sick Pay will be paid to a standard full time employee (contracted to work a minimum of 40 hours per week, working 5 days per week based on an 8 hour working day) in a tax year (6 April – 5 April) whilst absent due to illness:

<u>Period Of Service</u>	<u>(6 April - 5 April)</u>
Up to 4 Weeks	No payment
4 Weeks up to 1 year	30 working days
1 year up to 3 years	40 working days
3+ years	50 working days

- 7.4. The amount of Company Sick Pay entitlement is cumulative in any one tax year (6 April/5 April) so that for the purpose of calculating your entitlement you should add together all periods of sickness during that year. Any Company Sick Pay payments made will be inclusive of any Statutory Sick Pay that may be due to you for the same period.
- 7.5. Should your contractual hours be less than 40 hours per week, and/or your working arrangements mean that you work on fewer than five days per week (even if you work 40 hours per week), your Company Sick Pay entitlement will be calculated on an appropriate pro rata basis to reflect your working pattern (as the Company in its sole discretion may determine).
- 7.6. When your absence exceeds both your contractual Sick Pay entitlement and your entitlement to Statutory Sick Pay you may be eligible for sickness benefit claimable from the Benefits Agency.

8. Holidays

- 8.1. You will be entitled (in addition to public or bank holidays) to take 25 working days as holidays in each holiday year which runs from 1 January until 31 December and you will be paid your basic remuneration during such holidays. Should your contractual hours be less than 40 hours per week, and/or your working arrangements mean that you work on fewer than five days per week (even if you work 40 hours per week) your holiday entitlement (including public and bank holidays) will be calculated on an appropriate pro rata basis to reflect your working pattern (as the Company in its sole discretion may determine).
- 8.2. You do not have an absolute right to take holiday on a public or bank holiday. You may be required to work on a public or bank holiday to meet the needs of the business. If you are required to work on a public or bank holiday, you will be notified of this in advance and will be given a day off in lieu.
- 8.3. Your holiday entitlement accrues at the rate of 2.08 days per month (or an appropriate pro-rata equivalent if your contractual hours are less than 40 hours per week, and/or you work on fewer than five days per week (even if you work 40 hours per week) from the commencement of your employment.
- 8.4. Any holiday entitlement that is unused at the end of the holiday year can only be carried over into the following holiday year in exceptional circumstances and only with prior written authorization from your manager. This unused entitlement must not exceed 5 days and must be taken by 31 March of the following holiday year. If you do not take your carried over holiday by the above date, it will be forfeited and you will not be entitled to receive any compensation for this.
- 8.5. If your employment commences or terminates part way through the holiday year your entitlement to holidays during that year will be assessed on a pro rata basis. If on termination you have taken



holidays in excess of your accrued entitlement, you authorize the Company to deduct pay in respect of the excess from your final salary payment. If on termination you have taken fewer holidays than your accrued entitlement, you will be paid in lieu of any accrued but untaken holiday. One day's holiday pay will be deemed to be 1/260th of your annual basic salary (or a pro-rata equivalent if your contractual hours are less than 40 hours per week).

- 8.6. The Company reserves the right to require you to take any accrued but untaken holiday entitlement during your notice period.
- 8.7. All holiday scheduling and organization will be arranged to ensure smooth business operation and your manager's approval is required prior to your scheduling or changing any holiday. Please note that there may be times of the year when you will be unable to take leave because of high levels of work. Your line manager will inform you of such situations. Please refer to the Annual Leave policy for corporate employees for further details regarding the taking of holiday.

9. Other Paid Leave

- 9.1. Apart from holiday and sickness absence, you may be eligible to take the following types of paid leave, subject to any statutory or Company eligibility requirements or the terms and conditions of the Company's Policies and Procedures in place from time to time:
 - 9.1.1. maternity leave. In addition to any Statutory Maternity Pay entitlement you may have, you may be eligible to receive Company Maternity Pay;
 - 9.1.2. Statutory Paternity Leave;
 - 9.1.3. paid parental leave. You may be eligible to receive paid parental leave pay. Please note that, for eligible employees, paid parental leave pay includes any applicable entitlements you may have to Statutory Paternity Leave and Statutory Paternity Pay;
 - 9.1.4. adoption leave. In addition to any Statutory Adoption Pay entitlement you may have, you may be eligible to receive Company Adoption Pay;
 - 9.1.5. shared parental leave;
 - 9.1.6. bereavement (compassionate) leave. You may be eligible to receive pay during bereavement (compassionate) leave;
 - 9.1.7. Statutory Parental Bereavement Leave;
 - 9.1.8. jury service leave. You may be eligible to receive pay during all or part of jury service leave;
 - 9.1.9. time off for reserve forces training leave. You may be eligible to receive pay during all or part of time off for reserve forces training leave;
 - 9.1.10. time off for doctor/dentist appointments. You may be eligible to receive pay during all or part of time off for doctor/dentist appointments; and
 - 9.1.11. any other form of paid statutory leave from time to time.



10. Confidential Information

- 10.1. Much of your work for the Company will be highly confidential. Your employment is therefore subject to and conditional upon you signing and returning the Amazon.com, Inc. Group Confidentiality and Invention Assignment Deed to the Company.

11. Exclusivity of Services

- 11.1. You will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times.
- 11.2. Should you wish to be engaged in or to undertake any other work you must inform your line manager in writing before doing so. You may not, without the written consent of the Company, be in any way directly or indirectly actively engaged or concerned in any other business or undertaking where this is or is likely to be in conflict with the Company's interests or where it affects or is likely to affect your ability to carry out your role at the Company. The Company reserves the right to restrict you from taking on such additional work.

12. Disciplinary Rules and Procedure

- 12.1. The Company expects high standards of conduct and performance from its employees. Details of the Company's disciplinary procedures are contained in the Company's Policies and Procedures, which are available on the intranet or from HR. The Disciplinary policy does not form part of your terms and conditions of employment.
- 12.2. The Company reserves the right to suspend you on full pay pending a disciplinary or grievance investigation and/or disciplinary or grievance hearing.
- 12.3. As part of the disciplinary process, you agree that the Company may, where it deems it to be appropriate, take action short of dismissal, such as demotion, re-deployment and/or suspension without pay. If you are suspended without pay the period of suspension will vary in length at the Company's discretion according to the gravity of the misconduct.
- 12.4. If you wish to appeal against any disciplinary decision you must do so in writing within seven calendar days from the date of the letter notifying you of the disciplinary decision, and address this to the person nomination in the disciplinary outcome notification, clearly setting out the reasons for your appeal.

13. Grievance Procedure

- 13.1. If you are unhappy about any aspect of your employment with the Company, you should first discuss the matter with your manager. If you are still unhappy you should pursue the matter through the Grievance Procedure. Details of the Grievance Procedure are contained in the Company's Policies and Procedures, which are available on the intranet or from HR. The Grievance Procedure does not form part of your terms and conditions of employment.

14. Smoking

- 14.1. Smoking is not allowed in any part of the Company's workplaces at any time, without exception. Where available, you may smoke in the designated areas outside provided for this purpose. You



should not smoke in the car parks (apart from the designated areas) or anywhere near to the Company's buildings that are in public view. Disciplinary action may be taken, up to and including summary termination of your employment, if you are caught smoking in the building or if you breach the Smoking policy.

15. Equal Opportunities

- 15.1. The Company is an equal opportunities employer and your attention is drawn to the Equal Opportunities policy, a copy of which is available on the intranet or from HR. As an employee you are expected to comply with this policy and disciplinary action, up to and including summary dismissal, may be taken if you breach this policy. If, during the course of your employment, you should become aware that the Company or any of its officers or employees is failing to comply with the terms of the policy, you must report the matter immediately to HR.

16. Drugs and Alcohol

- 16.1. The Company has a Drugs and Alcohol policy which applies to all employees. Details of the Drugs and Alcohol policy are contained in the Company's Policies and Procedures, which are available on the intranet or from HR.

17. Searches

- 17.1. By signing this Statement, you agree that if you are working at or visiting an Operations site in the UK, the Company (or any member of the Amazon Group) may search you and/or your property on its premises (including the Company's / Amazon's car parks) and you agree that the Company (or any member of the Amazon Group) may carry out a body search and/or ask you to empty your pockets. If you refuse without good reason to submit to a search, the Company will treat your refusal as a disciplinary offence. Please see the Stop and Search policy for further details.

18. New Hire Vetting

- 18.1. Your employment is conditional upon the information contained in your application form, any Convictions Declaration form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications and experience. By signing this Statement, you confirm that the information contained in your application form, any Convictions Declaration form and/or curriculum vitae is true and accurate and is not misleading. You also agree to co-operate with and submit to a background check in line with the Company's Employee Screening policy as required by the Company. It is a requirement of your employment with the Company that you complete and submit the employee section of the background check before your start date with the Company, and you may not commence employment with the Company if you fail to do so.

- 18.2. Your employment, and continued employment, is conditional upon having and retaining all educational, vocational, professional and any other appropriate qualifications that you stated you had in your application form and/or curriculum vitae where it is relevant to your role. It is also expected that the grades of all examinations you have taken are as you have stated in your application form and/or curriculum vitae. You therefore agree to co-operate with providing such documents to satisfy the Company of your educational and professional qualifications, where requested. The Company also expects that you have the work experience that you have stated in your application form and/or curriculum vitae or in your interview. The Company reserves the right to terminate your employment, with or without notice or payment in lieu of notice, in any case where



it is discovered that you do not have said qualifications or experience, or where you fail to acquire any appropriate examination or license or become disbarred from the appropriate regulatory body or authority.

- 18.3. If your employment commences before the Company has received: satisfactory employment references; evidence of your educational, vocational, professional and any other appropriate qualifications that you stated you had in your application form and/or curriculum vitae where it is relevant to your role; verification of any relevant license or certificate where it is relevant to your role; and the results of any criminal check that has been carried out, your employment will be conditional on the Company receiving these items which it considers to be satisfactory within 12 weeks of the commencement of your employment.
- 18.4. You authorize the Company to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any unspent criminal convictions.
- 18.5. You must disclose to the HR Department any relevant information about current, pending or future convictions which are “unspent” under the provisions of the Rehabilitation of Offenders Act 1974, or current or future prosecutions during your employment with the Company. It is a condition of your employment and continued employment that you comply with the Company’s Employee Screening policy and that you inform the Human Resources department if you: have any criminal convictions including driving offences which are “unspent” under the provisions of the Rehabilitation of Offenders Act 1974; have any pending criminal convictions; receive a criminal conviction(s) in the future during your employment with the Company; and/or are subject to a prosecution in the future during your employment with the Company. Any information you provide will be treated as completely confidential and will be considered only in relation to the position you will be undertaking. The Company takes criminal convictions very seriously and reserves the right to terminate your employment, with or without notice or payment in lieu of notice, where you obtain a criminal conviction during your employment with the Company and also in any case where it is discovered that you have not declared that: you are subject to a prosecution; have any pending criminal convictions; or have a criminal conviction which is “unspent” under the provisions of the Rehabilitation of Offenders Act 1974.

19. Ability to Work in the UK

- 19.1. This offer is conditional upon you demonstrating to the Company’s satisfaction that you are lawfully entitled to live in and to work for the Company in the UK and that you continue to be able to do so. Originals of all documents relevant to this should be provided to the Company upon request so that the Company may check these documents and take copies.
- 19.2. The Company may terminate your employment without notice (or payment in lieu of notice) if you do not have the right, or cease to have the right, to work for the Company in the UK. If you have limited leave to remain in the UK, the Company reserves the right to carry out checks every twelve months to ensure you still have the right to work for the Company in the UK. You agree to co-operate with such checks by providing the original of your passport or such other documents, or satisfactory access to such online documents, as the Company may reasonably request to satisfy itself that you have the right to work in the UK. You also agree that the Company may contact the Home Office in order to enable the Company to check that you have the right to work for the Company in the UK.



- 19.3. If you are unable to provide satisfactory evidence of your right to work in the UK, the Company may suspend you without pay pending a disciplinary investigation or hearing to determine whether you have the right to work in the UK.

20. Termination of Employment

- 20.1. Following successful completion of your probationary period, your contract of employment will be terminable by you giving to the Company one month's written notice (exclusive of any holiday entitlement) and by the Company giving to you the longer of:

One month's written notice; or

One week's written notice for each complete year of service up to a maximum of 12 weeks' written notice after 12 years' continuous service.

- 20.2. During your probationary period only, your contract of employment will be terminable by you giving to the Company one week's notice and by the Company giving to you one week's notice.

- 20.3. The Company reserves the right to terminate your employment with immediate effect and thereafter pay you basic salary only in lieu of notice (or the remaining balance of your notice period) whether during your probationary period or after completion of your probationary period. You shall not be entitled to any pay in lieu of the holiday you would have received during your notice period.

- 20.4. The Company reserves the right to terminate your employment without notice or payment in lieu of notice if it has reasonable grounds to believe you are guilty of gross misconduct, gross negligence or if there are other grounds justifying summary dismissal. A non-exhaustive list of examples of gross misconduct is laid out in the Disciplinary policy.

- 20.5. On the termination of your employment for whatever reason you will return to the Company without delay all correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to the Company or relating to its business affairs or dealings (whether in electronic or hard copy form) which are in your possession or under your control (together "Company Property"). Where it is not practical to return any item of Company Property (for example, Company Property stored on a personal smartphone) you will, without delay, provide to the Company a complete written list of any such Company Property (and where it is stored) and will immediately, on instruction from the Company, irretrievably delete any such Company Property and provide to the Company such evidence as it may reasonably require of such deletion. You agree that you will follow any instructions provided by the Company in relation to the manner of deletion of any such Company Property.

- 20.6. Company Sick Pay will not be paid during your notice period but you may still be entitled to Statutory Sick Pay.

21. Benefits

- 21.1. You will be eligible to participate in and receive benefits made available by the Company (including any medical or pension scheme) to the extent generally applicable to other employees of your grade and status within the Company and subject to the terms of the schemes from time to time in force, and subject to you satisfying the normal underwriting requirements (or any other requirements) of the relevant insurance provider and the relevant premium being at a rate which the Company



considers reasonable. The Company currently provides Business Travel Accident Insurance and will automatically enroll you in the Life Assurance scheme, subject to the terms of the schemes from time to time in force. Further, you will be eligible to join the Private Health Insurance Scheme subject always to the terms and conditions of the scheme from time to time in force. All relevant information and enrolment instructions will be made available to you.

- 21.2. The Company will comply with its obligations under the Pensions Act 2008 in so far as it applies to you from time to time. Under this contract, you give your express consent to the deduction of pension contributions from your salary in so far as it is reasonably necessary for the Company to comply with its obligations under the Pensions Act 2008. Further details about the Company's pension arrangements can be obtained by accessing the MyBenefits site. The Company's pension arrangements and contributions payable under those arrangements may change from time to time, at the Company's sole and absolute discretion, provided that it complies with its obligations under the Pensions Act 2008.
- 21.3. In addition to the benefits referred to above, the Company operates a flexible benefits system currently "MyBenefits" (subject to any policies and terms and conditions relating to flexible benefits in place from time to time) where you can choose from a number of discretionary benefits (subject to any applicable terms and conditions or criteria). Details of the discretionary benefits the Company offers (as may be replaced/changed from time to time) can be found on MyBenefits, which is accessible to all employees on joining the Company. Please note that these benefits and their details do change so please review the details frequently.

The discretionary benefits provided by the Company (and any replacement or additional discretionary benefits that may be offered from time to time) are non-contractual benefits and do not form part of your terms and conditions of employment with the Company.

- 21.4. From time to time the Company may, at its absolute discretion, amend, alter or substitute the terms and conditions of any or all of the benefits (or any replacement or additional benefits the Company may offer from time to time), or withdraw or replace them wholly without payment of any compensation to you. Participation in certain insurance or assurance schemes provided for you in accordance with this Statement, or otherwise, by the Company may end when you attain an age specified by the scheme or legislation from time to time.
- 21.5. Neither any outstanding or prospective entitlement to the benefits referred to in this Statement nor any actual or prospective loss or diminishment of entitlement to those benefits, including but not limited to any benefits under any Income Protection scheme or Critical Illness Insurance scheme or any equivalent to replacement scheme, shall preclude the Company from exercising any right to terminate your employment under this Statement
- 21.6. If any benefits provider (including but not limited to any insurance company) refuses for any reason to provide any benefits to you, the Company shall not be liable to provide any such benefits itself, or to pay any compensation in lieu.

22. Training

- 22.1. You must complete any mandatory induction, compliance, and health and safety training (or any other form of mandatory training) applicable to your role for the Company or the Amazon Group from time to time. Any such mandatory training will be paid for by the Company.



22.2. You may also be eligible to take training courses applicable to your role from time to time. Details of what training courses may be available from time to time can be found on the Inside Amazon site.

23. Other Statutory Particulars

23.1. There are no collective agreements with trade unions that directly affect the terms and conditions of your employment.

24. Definitions

24.1. "Amazon Group" means the Company and any "group undertaking" (as defined in section 1161 of the Companies Act 2006) of the Company.

25. Variations

25.1. The terms described in this Statement and the attached letter will be the terms of your employment, and this Statement supersedes any previous discussions or offers. Any additions or modifications of these terms would have to be in writing and signed by you and an officer of the Company or of a company in the Amazon.com, Inc. group.

25.2. If there is any discrepancy between your terms and conditions of employment set out in this Statement or in the offer letter, this Statement shall take precedence.

25.3. This Statement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non - exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims which may arise out of or in connection with this Statement.



AUTHORISATION

A handwritten signature in blue ink that appears to read "Evelyn Gonzalez Escalante".

Date: 18 August 2022

Name: Evelyn Gonzalez Escalante – Sr Mgr New Joiner Support
For and on behalf of Evi Technologies Limited

ACCEPTANCE

I acknowledge receipt of a copy of this Statement and accept the Company's offer of employment on the terms set out in the offer letter and this Statement.

Employee:

Name: Samkit Shah

Date:

Evi Technologies Limited

Registered Office: Poseidon House, Castle Park, CB3 0RD Cambridge, United Kingdom
Registered in England and Wales • Company Registration No. 04660006 • VAT No. GB 883430612

Congratulations on your Offer![Accept](#)[Decline](#)**Aanchal Singh** [View profile](#)cc: [Shayna Kishore](#)

Dear Shayna,

Congratulations!

We are pleased to offer you an intern position at Trilogy Innovations (formerly known as Cyberdien Innovations) (L16) level.

We look forward to you joining our team and being a part of our team.

Please accept a copy of the same and get back to us with a confirmation of acceptance by tomorrow 12 pm, 27th December 2023. We are very excited to extend this offer to you and hope to retain your placement.

Please digitally sign the offer letter attached and send it back to us.

Please note: In case of termination of the internship by you before the end date, you will not be entitled the amount of the ongoing month. In addition to this, the previous month's stipend is subject to full repayment as well. In addition to this, you need to get a 45+ score in one of the PGCAT attempts as a condition to be considered for a PPO.

Thank You.
Regards,**Aanchal Singh**
HR Admin Executive
Trilogy Innovations

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302,121 144

India Campus SEP Recruitment - India campus recruitment@jpmchse.com
101 Campus Recruitment, P.O. Box No. 400, Mumbai, Maharashtra, 400001

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We would like to express our highest regards to those selected, performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a memo offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of the employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	College
Akashika	Dipika	akashika.dipika23@gmail.com	Karunya Institute of Technology
Anish	Tali	anish.tali19@gmail.com	Karunya Institute of Technology
Gokul	Ramana	gokul.ramana2021@gmail.com	Karunya Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karunya Institute of Technology
Archith	Gobbin	archith.gobbin1@gmail.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney19@gmail.com	Karunya Institute of Technology
Kiranmeen	Thilini	kiranmeen.thilini@gmail.com	Karunya Institute of Technology
Shantanu	Patel	shantanu.patel.3@gmail.com	Karunya Institute of Technology
Vedanth	Fajri	vedanth.fajri19@gmail.com	Karunya Institute of Technology
Waldi	Bhagwan	waldi.bhagwan@gmail.com	Karunya Institute of Technology
Harshit Kaur		harshit.kaur19@gmail.com	Karunya Institute of Technology
Neha	Thakur	nehathakur19@gmail.com	Karunya Institute of Technology
Fifteen			

name	surname	email	where to contact
Tom	Merry	tomtom29@gmail.com	Santa Fe Institute of Technology
Nicolas	Dalton	nicolasdalton@gmail.com	Santa Fe Institute of Technology
Matthew	Robert	matthewrobert@gmail.com	Karlsruhe Institute of Technology
Joseph	Raju	josephraju@gmail.com	Santa Fe Institute of Technology
Uma	Eugene	umaeugene@gmail.com	Santa Fe Institute of Technology
Thomas Koen	-	thomas@tcoen.com	Santa Fe Institute of Technology
Mirandha	Dakota	dakotamirandha@gmail.com	Santa Fe Institute of Technology
Jasmine	Lindita	jasmine.lindita@gmail.com	Santa Fe Institute of Technology
Mallik	Bangabala	mallik.bangabala@gmail.com	Santa Fe Institute of Technology
Loree	Diana	loreediana@gmail.com	Santa Fe Institute of Technology
Aurilia	Merle	aurilia.merle@gmail.com	Santa Fe Institute of Technology
Dakota	Aldia	dakota19@gmail.com	Santa Fe Institute of Technology
Priya	Emmerson	priya.emmerson@gmail.com	Santa Fe Institute of Technology
Mariana	Sofia	mariana.sofia2011@yahoo.es	Santa Fe Institute of Technology
Paloma	Chloe	paloma.chloe@gmail.com	Santa Fe Institute of Technology
Guru	Mark	guru.mark@gmail.com	Santa Fe Institute of Technology
Valerie	Hildegard	valerie.hildegard@gmail.com	Santa Fe Institute of Technology
Melissa	Gail	melissa.gail123@gmail.com	Santa Fe Institute of Technology
Natalia	Elaine	natalia.elaine@gmail.com	Santa Fe Institute of Technology
Reshma	Reshma	reshma.reshma@gmail.com	Santa Fe Institute of Technology
Reema	Debraj	reema.debraj@gmail.com	Santa Fe Institute of Technology
Sam	Pari	sam.pari@gmail.com	Santa Fe Institute of Technology

Additionally, we would like to draw some important conclusions about the role

Duration	12M
Start date joining month (base change)	Jan-August
Good Pay	\$8K-140K/100K per annum
One time Sign-on	\$8K-15K/800

IMPORTANT | JPMorgan Chase & Co. ISEP Full-time Class of 2023 | Code for Good Selects -SP1

India Campus 16P Recruitment - <http://campus.16p.com/recruitment@16p.com>
+91 98100 98655 | +91 98100 98656 | +91 98100 98657 | +91 98100 98658 | +91 98100 98659 | +91 98100 98660

第1章 项目管理入门

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We would like to thank you for your continued support to FMG and our clients.

As you may know, the software position is extremely competitive. To give founders the chance to evaluate a limited pool of candidates from your local talent, I have invited them to attend an interview. We will only interview those most qualified based on their performance during the Code for Good event. I am delighted to let you know that we will soon receive a written offer to run the job for the Software Engineer Program Class of 2013.

In this position, they will have the opportunity to work with a talented, reliable team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. We look forward to this continued leadership and growth, especially as we continue to pursue our mission and provide value to the firm.

Student's Full Name	Student's Email Address	Student's Current Address	Roll No.
Abhishek	Abhi987654321@gmail.com	Mumbai Institute of Technology	101
Aditi	aditi12345@gmail.com	Mumbai Institute of Technology	102
Gopal	Gopal12345@gmail.com	Mumbai Institute of Technology	103
Vinay	Vinay12345@gmail.com	Karachi Institute of Technology	104
Aayush	Aayush12345@gmail.com	Karachi Institute of Technology	105
Zain	Zain12345@gmail.com	Karachi Institute of Technology	106
Karanvir	Karanvir12345@gmail.com	Karachi Institute of Technology	107
Sohail	Sohail12345@gmail.com	Karachi Institute of Technology	108
Yashika	Yashika12345@gmail.com	Karachi Institute of Technology	109
Waqas	Waqas12345@gmail.com	Karachi Institute of Technology	110
Naveen Khan	NaveenKhan12345@gmail.com	Karachi Institute of Technology	111
Musabba	Musabba12345@gmail.com	Karachi Institute of Technology	112

John Doe (John Doe) (John Doe)
 John Doe, 123 Main Street, Anytown, USA 12345, phone: 555-1234, email: john.doe@example.com
 SSN: 123-45-6789

We must take necessary steps to protect your information.

As you may know, the collection process is inherently incomplete. We must therefore make a educated guess as to what the injury involved truly looked and/or originated. We can only, as required by law, disclose medical conclusions, based on the information being filed.

In this process, they will have the opportunity to look, with a licensed, independent reader, at a copy of the form for both the four states. There will be enough time to review the contents, growth of the injury, condition, relevant findings and relevant treatments. All findings will be included in the final report.

ID#	First Name	Last Name	Final Profile
0009529001	John	Doe	Booking
0009529002	Angela	Drake	Booking
0009529004	Agent	Exotic	Booking
0009529006	Audie	Brown	Booking
0009529007	Brendan	Terry	Booking
0009529008	Cynthia	Agosto	Booking
0009529009	Dwight	Gibson	Booking
0009529010	Kandise	Isaac	Booking
0009529011	Donald	Steve	Booking
0009529012	Markton	Yvette	Booking
0009529013	Matthew	Hahn	Booking
0009529005	Velma	Garrison	Booking
0009529006	Wendell	Roger	Booking
0009529009	Xenia	Therese	Booking

John Doe #2 (member of your family)
123 Main Street, Anytown, USA 12345, my Preferred Health Status: Healthy
SSN: 123-45-6789

We would like to assure you that you continue to support us through our **Plan A**.

As you may know, the selection process is extremely competitive. We must therefore narrow down a limited pool of candidates that you and the agency believe truly stand out as exceptional. We have just received a list of candidates from the **Healthcare** industry. Those identified for you below represent candidates who will receive a welcome offer to join the firm in Q3. As a reminder, it's crucial to review this list and make a decision by March 31st.

In this position, they will have the opportunity to work with a diverse, collaborative team that is committed to change for the better for the local states. There will be many opportunities to contribute to the continued growth of the company through research, training, and development programs. All full-time roles include health insurance, retirement benefits, and a 401(k) plan.

ID#	First Name	Last Name	Role
0009529001	Alice	Chavez	Banker
0009529002	Anastasia	Diaz	Banker
0009529004	Alberto	Espinosa	Banker
0009529006	Amina	Fernandez	Banker
0009529007	Brendan	Garcia	Banker
0009529008	Carmela	Agosto	Banker
0009529009	David	Gomez	Banker
0009529010	Esteban	Jimenez	Banker
0009529011	Francesca	Kane	Banker
0009529012	Giovanni	Lopez	Banker
0009529013	Hannah	Martinez	Banker
0009529014	Ivan	Nunez	Banker
0009529015	Isabella	Ochoa	Banker
0009529016	Jessica	Perez	Banker
0009529017	Mark	Rodriguez	Banker
0009529018	Olivia	Santos	Banker
0009529019	Pedro	Taylor	Banker
0009529020	Rosa	Velazquez	Banker

Dec 12, 2022, 6:33



bv.sreelakshmi@barclays.com
to me, campusrecruitmentmailbox-india

Dear Vinod Sikka,

We appreciate your support during the interview process and are now keen to initiate the onboarding process for our selected candidates. The attached file has the list of selected candidates for our **Full Time** roles.

Please review the updated details and share their mandatory missing details required for onboarding purpose latest by **27 Dec EOD**.

Feel free to connect with me in case if you have any questions.

Regards,

B.V.Sree Lakshmi | Offer Management Team | Talent Acquisition

Mob :+91 (0) 8147995640 | Email Bv.Sreelakshmi@barclays.com

Respect | Integrity | Service | Excellence | Stewardship

Creating opportunities to rise

Please consider the environment before printing this email.

We are committed to safeguarding the privacy of personal data in accordance with the GDPR and **Barclays Privacy Principles**. Please ensure that you exercise your own responsibility when handling personal data.

Level I	Level II
Ricky Razaria	Archana Kashyap

15	Full Time	PPO Convert	Darsh Brijeshbhai Lakhwani
16	Full Time	PPO Convert	Mihir Vinod Nikam
17	Full Time	PPO Convert	Sohem Shreenivas Belurgikar
18	Full Time	PPO Convert	Aryan Jiten Dhami
19	Full Time	PPO Convert	Adwait Ajaykumar Hegde
20	Full Time	PPO Convert	Mayur Ganesh Telrandhe
21	Full Time	PPO Convert	Aditya Laxmikant Kasat

Dec 12, 2022, 6:33



bv.sreelakshmi@barclays.com
to me, campusrecruitmentmailbox-india

Dear Vinod Sikka,

We appreciate your support during the interview process and are now keen to initiate the onboarding process for our selected candidates. The attached file has the list of selected candidates for our **Full Time** roles.

Please review the updated details and share their mandatory missing details required for onboarding purpose latest by **27 Dec EOD**.

Feel free to connect with me in case if you have any questions.

Regards,

B.V.Sree Lakshmi | Offer Management Team | Talent Acquisition

Mob :+91 (0) 8147995640 | Email Bv.Sreelakshmi@barclays.com

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Level I	Level II
Ricky Razaria	Archana Kashyap

Sr.No	Hire Type	Source	Name
1	Full Time	Campus	Tejal Yadav
2	Full Time	Campus	Santosh Satishrao
3	Full Time	Campus	Rohan Sodha
4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhekar
6	Full Time	Campus	Kunal Kadamb
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshad Bencate
9	Full Time	Campus	Gaurav Parulekar
10	Full Time	Campus	Atharva Shirode
11	Full Time	Campus	Atharva Ranade
12	Full Time	Campus	Arnav Devanand
13	Full Time	Campus	Aditya Waikar
14	Full Time	Campus	Ivy Almeida

Dominic Starkey [View profile](#)
12 May, 2023, 10:24 AM · 1 min read

Sharing 1/301 (20MB) ⌂ ⓘ

22 likes

We would like to thank you for your continued support of Margin Class A 2023.

As you may know the selection process is extremely competitive. We were fortunate to interview a limited pool of candidates this year and the below individuals stood out as exceptional. We were very impressed by their talent, performance and qualifications. Based on their performance during their interview, I am delighted to let you know that the below selected candidates will receive a verbal offer to join the firm in Cypress during Development Program at Academic Year 2023.

In this position, they will have the opportunity to work with experienced, collaborative team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. Our task for each of these candidates is to help them successfully complete the pre-employment screening and prepare to join the firm.

Ref. Number (L301)	First Name	Last Name	Personal Email ID	Degree	Program Name
201810067	Aditi	Biswas	aditiabiswas@gmail.com	LPT	Risk & Compliance
201810077	Mehak	Kumar	mehakkumar2021@gmail.com	LPT	Risk & Compliance
201810080	Niharika	Sohini	niharikasohini12@gmail.com	LPT	Risk & Compliance
201910060	Tanvi	Tiwari	tanvitiwari1994@gmail.com	LPT	Risk & Compliance
201910040	Jadua	Mitron	jadua.mitron@gmail.com	LPT	Risk & Compliance
201910053	Shreya	Sarkar	shreyashreya12@gmail.com	LPT	Risk & Compliance
201910079	Sejal	Xylobee	sejal.xylobee@gmail.com	LPT	Risk & Compliance

Additionally, we would like to cover some important information about this note:

1 Tentative hiring month	For 2023
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Offer Letter Accepted from Wohlig External > View

Wohlig Technology (HR) hr@wohlig.com
 30, MG, S.P.T.I.I., Chinchwad, Pune - 411014

Fri, Jul 15, 2022, 6:22 PM



Hello Sir,

Below mentioned students accepted our company offer letter:-

No.	First Name	Last Name	UID Number	Email ID	Mobile Number	Branch	Remarks
1	Omkar	Shinde	2019110055	omkar.shinde@spit.ac.in	9930959549	ETRX	Offer Accepted
2	Divesh	Choudhary	2019130011	divesh.choudhary@spit.ac.in	9004760672	COMPS	Offer Accepted
3	Dhruvi	Gopani	2019140026	dhruvi.gopani@gmail.com	9892194951	IT	Offer Accepted
4	Kushal	Shah	2019140057	kushal.shah@spit.ac.in	8779631748	IT	Offer Accepted
5	Aakash	Sondagar	2019140063	aakash.sondagar@gmail.com	8080240015	IT	Offer Accepted
6	Aditya	Bapat	2019140007	aditya.bapat@spit.ac.in	9967406003	IT	Offer Accepted
7	Samay	Gada	2019110012	samay.gada@spit.ac.in	7506834121	ETRX	Offer Accepted
8	Manan	Savla	2019140055	manan.savla@spit.ac.in	7021135965	IT	Under Processing

We want to register for Campus Hiring, kindly let us know the process.



S.P.I.T. TPC <tpc@spit.ac.in>

to Anmol Neha, me =

Hello Neha,

Please find the desired details of the shortlisted students:

College	Students Name	Certification Done	Languages Known	Preference(Languages)
SPIT	Vivek Pocjari	N. A.	C, Python, Javascript	Javascript, Python
SPIT	Niraj Parkash Aswani	N. A.	C, Python	Python
SPIT	Satyam Rai	N. A.	C, C++, Python	C++
SPIT	Sajal Bhagoji Gurkha	N. A.	C, Python	Python
SPIT	Anushka Sinha	N. A.	C, Java	Java
SPIT	Pankaj Gaikwad	N. A.	C, Python, Java	Python

Regards,

Anmol Khy | Placement Cell

+91-8082314834 | anmol.khy@spit.ac.in



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



J.P.Morgan

24-Nov-2022

Arohi Shinde

A-Wing, G-03, Nuatom CHS Ltd., Plot No: 39, Sector-17, Vashi
-400703
NAVI MUMBAI
Maharashtra
INDIA

Dear Arohi,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in blue ink, appearing to read "Arohi".

Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum.

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



A handwritten signature in blue ink, consisting of stylized letters, written over a solid horizontal line.

the Additional Sum. If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1. Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2. Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



A handwritten signature in black ink, appearing to read "Umesh", is written over the circular stamp.

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship;
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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A handwritten signature in blue ink, likely belonging to the author of the document.

B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities worldwide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period;
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



Uma

-6(b)

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



A handwritten signature in blue ink, appearing to read "M. O'Leary".

B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P.Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



A handwritten signature in blue ink, appearing to read "John" or "J. H. O.", is written over a diagonal line.

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason,

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as #



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



A handwritten signature in blue ink, appearing to read "Uma", written over a blue horizontal line.

- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems, terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term **Covered Accounts** refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91 22 6157 3000 Facsimile: +91 22 6125 0000



A handwritten signature in dark ink, appearing to read "Mr. [Signature]". It is written over a blue horizontal line.

Job Offer with dentusu

Inbox x

Sneha Basia from Ugam notifications@smartrecruiters.com
to me ▾

Dear Mr. Sani,

I am pleased to offer you employment at Ugam for the Retail & Analytics _C Entry_Analyst position. We were very impressed with your candidacy, and we believe you will be a valuable addition to our team.

Should you accept this job offer, please plan to begin work on 29th June 2023.

I can be reached at sneha.basia@ugamsolutions.com

(Please note that your employment will not be confirmed until we conduct a background check and other assessments). Pending on (this and) your confirmation of this job offer, we will send you a packet with additional details regarding your upcoming employment.

We look forward to welcoming you as the newest member of our team!

Sincerely,
Sneha Basia



Wno

Tue, Nov 29, 2022, 1:47PM





COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office :
8th Floor, Tower B, Gate No.5,
Prima Bay, Sakin Vihar Road,
Powai, Mumbai - 400072,
Tel. : (91 22) 61783001
Fax : (91 22) 61783010
www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

24-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

Ms. Anushka Anil Pilena

Dear Ms. Pilena,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 09-Jan-23 to 30-Jun-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

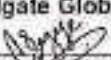
The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya_krishna@colpal.com for any queries that you may have..

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pancard
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited


Prafulla Bargaje (0422 22210 14 GMH-5.0)

Prafulla Bargaje
Director HR





COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office :
8th Floor, Tower B, Gate No.5,
Prima Bay, Saki Vihar Road,
Powai, Mumbai - 400072.
Tel. : (91 22) 61783001
Fax : (91 22) 61783019
www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

24-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

Mr. Suraj Rajendra Kamtekar

Dear Mr. Kamtekar,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 09-Jan-23 to 30-Jun-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya_krishna@colpal.com for any queries that you may have..

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pancard
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR

Aditya Krishna
Business HR



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Akash

June 24, 2022

Swaraj Salunke
828, Ganesh Nagar,
Jalgaon, Dapoli, Ratnagiri,
Maharashtra, 415712

Sub: Conditional Letter of Offer

Dear Swara,

Welcome to BDO India LLP.

We are delighted to offer you a position as Senior Executive with BDO India, in our Technology Services Practice; conditional upon your successful clearance of B.tech/MCA final held in May 2023 (Condition'). The offer contained under this letter will stand repudiated automatically, in case of non-satisfaction of the Condition stated hereinbefore, by your good self. Accordingly, you are required to inform the Firm of the results of B.tech/MCA final exams that were held in May 2023 along with a copy of the result, within 01 day of receipt of results.

Please take note that your date of joining is May, 30, 2023, unless notified otherwise by the Firm.

The position being offered to you, is at our Mumbai office. The firm inter alia reserves its right to transfer your services, if required, from one location to another, anywhere in India, as per the requirements of the Firm's business and Firm policies / protocols in this regard.

Your Fixed Pay will be Rs.7,00,000/- (Rupees Seven Lakh only) per annum. In addition to the Fixed Pay,

Please further kindly note that your employment with the Firm shall be confirmed only upon execution of the final appointment letter by the Firm and yourself, wherein the detailed terms & conditions of employment shall be set out.

The standard terms and conditions as listed in Annexure A that apply to all employees of BDO India LLP shall be applicable to you. Additionally, you are bound by and subject to all the policies, procedures and protocols of the Firm that are already in existence or may be introduced from time to time, including those relating to HR, IT, Independence, Risk Management and Code of Conduct, as amended from time to time.

Your compensation is personal to you, and you are required to ensure that confidentiality of the compensation is maintained at all times.



A handwritten signature in blue ink, appearing to read "Uma", written over a solid blue horizontal line.



Notwithstanding any contained otherwise, the contents of this letter as governed by Firm Policy and the Firm reserves its right to rescind this offer letter, without assigning any reason or undertaking any liability in this regard whatsoever Kindly share a counter-signed copy of this letter as a token of your having accepted the offer letter along with the terms and conditions contained in it.

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

Warm regards,

Aakash Y Sikka
Associate Director - Human Resources

Affirmed:

Having read the present letter from the Firm and I accept the offer and confirm and agree to the terms of the same, by affixing my signature as below,

[Swaraj Salunke]

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Page 2 of 5

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. AIB 7880, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the International BDO network of independent member firms.
Head Office: The Ruby, Level 9, North West Wing, Seraphim Bapati Marg, Dadar (W), Mumbai 400028, INDIA

Annexure A - Standard Terms

1. Property of the Firm

The following shall be considered as Property of the Firm and at no times, you shall represent as your own:

- Clients and relationship that you develop during your engagement with the Firm
- Team of Professionals working with you and in the Firm

While the Firm shall discourage any person leaving the Firm who wishes to carry with him Clients and Team that is the Firm's property, the Firm shall be sensitive to the desire of Clients who may wish to work with any other service provider other than the Firm. You shall not encourage any Client to leave the Firm or stop working with the Firm.

2. Leave

You shall be eligible to the customary holidays as observed by the Firm and leaves as per the prevailing policies of the Firm, which the Firm has the right to amend from time to time.

3. Code of Conduct

You shall be obligated to sign, accept and adhere to Code of Conduct that the Firm shall put in place, from time to time, that shall apply to all the Partners, Partners designate, Directors and others. Such Code of Conduct may be modified by the Firm in its interest and always, the latest Code of Conduct shall be binding on you.

4. Conflict of Interest

The Firm expects that you shall devote your full time and attention in developing the practice of the Firm and shall not accept any employment that conflict with the interest of the Firm. Further, any commitment where significant time is expected to be spent by you shall require a prior approval of the Firm's management. It is expected that you shall not accept any commitment or position of office that detracts from your time commitment to the Firm.

5. Confidentiality of Information

Maintaining confidentiality is a condition to your employment. You shall adhere to terms & conditions mentioned in the NDA which is signed & accepted by you and in case of any inconsistency between the terms of the NDA signed by you and the terms of this Agreement/Contract / Letter, the stricter of the terms shall apply.

Remuneration: You shall always keep the details of your salary and employment benefits at the Firm strictly confidential and shall not disclose such details to any other person within the Firm.

Use of Firm's name: You shall use the Firm name, logos, trademarks or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of Services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifier in any manner other than what is already a matter of public knowledge, provided however you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

Data Confidentiality: During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Firm.

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Page 3 of 5

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. AAB-7000-14, a member of BDO International Limited, a UK company limited by guarantee, and form part of the international BDO network of independent member firms.

Regd. Office: The Ruby, Level 9, North West Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA

You will not, either during your employment with the Firm or after termination of such employment, divulge to anyone any information, secret, accounts, or dealings relating to the Firm's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Firm or their authorized representatives.

On discontinuation of your employment, you will return to the Firm, all papers and documents and all other property pertaining to the Firm or affairs of the Firm or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom. You agree to sign engagement specific non-disclosure / confidentiality agreements, if so, required by certain clients of the Firm. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

6. Notice Period and Termination

- a. The duration of the notice period to be served is 03 (three) months ("Notice Period") and will be governed by Firm Policy in this regard. Notwithstanding the same, the Firm reserves its right to revise / waive the Notice Period or require you to make payment in lieu of the unserved period, at its sole discretion and without assigning any reason or incurring any liability in this regard.

The Firm reserves the right to terminate your employment / services with immediate effect without any notice or any compensation in lieu thereof, in case of, misconduct, gross negligence, misdemeanour, any breach by you of the terms of the appointment, code of conduct or any other policies of the Firm or where the Firm feels it is not in the interest of the Firm to continue you in the employment, or due to any behavioural issues.

The Firm may require you to complete all operative parts of the assignments / projects you may be involved in or execute any documents/declarations on the date of resignation or termination as determined by the Firm before agreeing your release. If, on any exceptional cases, the Firm agrees to an employee's requests for an early release, the Firm may, at its discretion, recover the salary or part thereof equivalent to the balance notice period.

7. Non-Solicit and Non-Compete

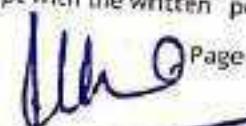
- You agree to not, for the period of two years after ceasing to be employed with the Firm either on your own account or for any other person, firm or company, solicit or entice away, or endeavor to solicit or entice away, from the Firm or any of its subsidiaries any of their respective employees.

While you may choose to leave the Firm upon serving notice period, it is expected that as you leave, you shall not encourage other team of professionals overtly or covertly also to leave.

- You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organization, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues, unfulfilled employment obligation pending with your previous employer having legal ramifications or consequences for you or for the Firm.
- During your employment with the Firm, you will devote your whole time, attention and skill to your ability for its business and you shall not, except with the written permission

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 Page 4 of 5

of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

- In recognition of the transfer of Confidential Information or Intellectual Property to the Firm, you hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.
- You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly which will be analyzed in view of the Independence Policy of the Firm, and you shall adhere to the Firm's views.
- Subsequent to your separation from the Firm, for a period of twelve months you will not take up any job or assignment, either full time or otherwise, either directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm without the consent of the Firm.

8. Intellectual Property

The nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on unconditional basis. Further, the Firm may need to provide a client with material without acknowledging each individual who worked on it.

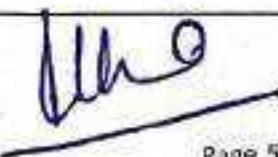
By signing this agreement, you are:

- Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Firm with unfettered rights for utilization or disposal of the same; and
- Consenting to the Firm and/or its clients using or adapting material to which you have contributed, in any matter and without expressly acknowledging your individual contribution.
- Governing Law and Jurisdiction

The Letter shall be governed by, and construed in accordance with, the laws of India and the courts of Mumbai will have exclusive jurisdiction.

Signed and accepted:

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Page 5 of 5

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. AAB 7890, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Regd. Office: The Ruby, Level 9, North Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA



August 10, 2022

Dear Vinayak :

Reference to our Internship & Offer Letter shared for employment at Institutional Shareholder Services India Private Limited (the "Firm") as "Junior Analyst".

Please note the offer of employment is valid subject to the satisfactory performance showcased during the Internship period of six months.

Our heartiest congratulation for your offer of employment with ISS & best wishes for the long-term association with us.

Yours sincerely,

For and on behalf of Institutional Shareholder Services India Private Limited

A handwritten signature in black ink, appearing to read "Bhagyajyoti Shetty".

Bhagyajyoti Shetty
Associate Vice President
Recruitment, Human Resources - Asia Pacific



A handwritten signature in blue ink, appearing to read "Vinayak Tripathi".

INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, NESCO IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai - 400063

ISSGOVERNANCE.COM

Vinayak Tripathi
August 10, 2022

September 2, 2022

Mr. Shahid Mansoor Shaikh
Email id: shahidms101@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Shahid Mansoor Shaikh,

We are pleased to offer you the position of Intern - Framework Engineer in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR 8,50,000/- annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ("Virtuaverse") with us and thereby leading to confirmation as a full-time employee based on your performance.

"Virtuaverse" is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.

Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Shahid Mansoor Shaikh





Siddharth Deshpande
Talegaon,

1/20/2023

Subject: Letter of Internship

Dear Siddharth,

We are pleased to welcome you as Intern - Senior Analyst with GEP (d/b/a GEP Solutions Private Limited, hereinafter referred to as 'the Company') from 2/1/2023 to 7/31/2023 on the following terms and conditions.

1. You will be entitled for a monthly stipend of INR 30,000.00 per month.
2. At the project location city, in your case Mumbai, India; you are expected to make your own accommodation arrangements. During your tenure with GEP, travel to and from the workplace shall be provided by the GEP in-house transport helpdesk.
3. Your working hours will be as per those of the client or as per the office as the case may be. You will not be entitled to any benefits and allowances as applicable to the employees of the Firm.
4. You will be bound by the GEP Confidentiality/Protective Agreement to be signed upon joining for holding in confidence any trade secrets or confidential business & technical information of the Firm or its clients.
5. Upon joining you will be required to sign a standard undertaking on your obligations to conform to organizational discipline, rules, policies and norms.
6. During your tenure with GEP, you will be governed by the Service Rules and regulations of the Firm currently in force or as modified/ amended from time to time.
7. No Commitments other than what is mentioned in this letter and what may be communicated to you in writing subsequently will be applicable.
8. Your notice period for the period of the internship will be 30 days.

Looking forward to having you with us and hope you have a rewarding and challenging experience with GEP.

Please sign and email us a duplicate copy of this letter as a token of your acceptance.

We welcome you to the GEP family and wish you all the very best.

Yours Truly,

Subhash Makhija
Chief Executive Officer

Please select if you acknowledge and accept or decline the terms and conditions of this Offer



of Employment below.
I accept the offer

Signature Siddharth Deshpande 20-1-2023 1:25 PM
(checking the checkbox above is equivalent to a handwritten signature)

You are required to print, sign on all pages, scan and email back the complete letter along with the completed acceptance section to Priyanka Landge (priyanka.landge@gep.com) no later than .

Acceptance of Offer

I, Siddharth Deshpande, accept the position of Intern - Senior Analyst, and agree to all terms and conditions set out in this letter.

Thank you,

Siddharth Deshpande



A handwritten signature in black ink, appearing to read "Siddharth Deshpande".

✓ ✓

MAQ Software

Lokesh Jagannath Patil
Aadhaar No: 4221 6094 5543
Phone: 915 211 2129
E-mail: lokeshp2612@gmail.com

Date: January 23, 2023

Dear Lokesh Jagannath Patil:

On behalf of MAQ India Private Limited, a company set up under the Companies Act of India, 1956 (the "Company"), I am pleased to offer you the position of Associate Software Engineer of the Company. We are very impressed with your credentials and we look forward to your future success in this position.

The terms of your new position with the Company are as set forth below:

1. Position. a. You will become Associate Software Engineer working on projects from our clients including Microsoft Corporation and other clients (each of which is hereinafter called "Client").

b. You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company. You will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company.

2. Start Date. Subject to fulfillment of any conditions imposed by this letter agreement, you will commence this new position with the Company on Monday, February 13, 2023. Your place of joining will be Mumbai.

3. Service Agreement: Not Applicable.

4. Compensation. Your monthly compensation consists of base salary, bonus, house rent allowance and employee provident fund as described below. The monthly compensation will be paid to you at the end of each month.

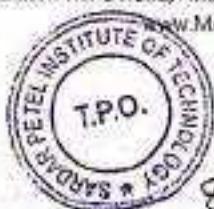
Basic Salary	Rupees 21,600
Bonus	Rupees 1,800
House Rent Allowance	Rupees 10,800
Employee Provident Fund	Rupees 1,800
Total Monthly CTC	Rupees 35,000

a. You will be on internship for the period from Monday, February 13, 2023 to Friday, August 11, 2023.

MAQ INDIA PRIVATE LIMITED (CIN: U72200MH2000PTC125631)

201, Meadows, Sahar Plaza on Andheri Kurla Road, Andheri East, Mumbai 400 059, Maharashtra | Tel +91 908 256 1327

www.MAQSoftware.com



823

Doc ID: b1ab6744dfa201a7a4add3f0cf7ca09eef08d9
Page 1 of 2

5. **Vacation Benefits:** You will be entitled to paid vacation per year, pro-rated for the remainder of this calendar year as per the company policy.
6. **Confidential Information and Invention Assignment Agreement:** 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 Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.
7. **Confidentiality of Terms:** You agree to follow the Company's strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding salary or bonuses to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.
8. **Employment Restriction:** You shall not accept employment directly or indirectly with, at, for or by Client (Microsoft) for a period of one year following the completion of your employment with the Company without the written consent of Company.
9. **At-Will Employment and Notice Period:** Your employment with the Company will be on an "at will" basis. This means that either you or the Company may terminate your employment for any reason or no reason with certain notice period, without further obligation or liability. Refer the employee handbook for more details on notice period.

This simple action allows us to help inform the customer and find a suitable replacement so that customer projects are not adversely affected. The notice period is not applicable in case an employee is terminated due to damage caused to the company for example- due to fraud or misrepresentation.

10. **Surety Deposit:** Not Applicable.

11. **Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai.

We are all delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to us, along with a signed and dated copy of the Confidentiality Agreement. This letter, together with the Confidentiality Agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

For MAQ India Private Limited

Accepted and Agreed

Amrish Shah

Signature

Amrish Shah

Director of Application Services Delivery

Date: January 23, 2023

Signature

Lokesh Jagannath Patil

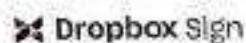
Date: 02 / 08 / 2023

Attachment A: Confidential Information and Invention Assignment Agreement.



A handwritten signature in black ink, appearing to read "Lokesh Jagannath Patil".

Page 2 of 2



Audit trail

Dropbox Sign

Title	2022102511474575068683146_Lokesh Jagannath Patel_Offer...
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Document ID	b1ab6744dfa261a7a4add3f0cie7ca09aef08d9
Audit trail date format	MM / DD / YYYY
Status	Signed

Document history



01 / 23 / 2023
08:10:40 UTC

Sent for signature to Shikha Sharma
(shikhash@maqsoftware.com), Pratyush Mantri
(pratyushma@maqsoftware.com), Lokesh Jagannath Patel
(lokeshp2612@gmail.com) and Amrish Shah
(amrishts@maqsoftware.com) from indiaadmin@maqsoftware.com
IP: 14.98.242.242



01 / 23 / 2023
09:42:18 UTC

Viewed by Shikha Sharma (shikhash@maqsoftware.com)
IP: 14.98.242.242



01 / 23 / 2023
09:42:30 UTC

Signed by Shikha Sharma (shikhash@maqsoftware.com)
IP: 14.98.242.242



02 / 08 / 2023
10:30:02 UTC

Viewed by Pratyush Mantri (pratyushma@maqsoftware.com)
IP: 49.249.74.194



02 / 08 / 2023
11:28:54 UTC

Signed by Pratyush Mantri (pratyushma@maqsoftware.com)
IP: 49.249.74.194

Powered by Dropbox Sign



Title	2022102511474575068683146_Lokesh Jagannath Patil_Offer..
File name	202210~1.DOC
Document ID	b1ab6744dfa261a7a4add3f0cfe7ca09ae0e08d9
Audit trail date format	MM / DD / YYYY
Status	Signed

Document history

	VIEWED	02 / 08 / 2023 12:32:00 UTC	Viewed by Lokesh Jagannath Patil (lokeshp2612@gmail.com) IP: 103.240.8.100
	SIGNED	02 / 08 / 2023 12:53:01 UTC	Signed by Lokesh Jagannath Patil (lokeshp2612@gmail.com) IP: 103.240.8.100
	VIEWED	02 / 09 / 2023 02:34:13 UTC	Viewed by Amrish Shah (amrishs@maqsoftware.com) IP: 45.64.192.226
	SIGNED	02 / 09 / 2023 02:34:22 UTC	Signed by Amrish Shah (amrishs@maqsoftware.com) IP: 45.64.192.226
	COMPLETED	02 / 09 / 2023 02:34:22 UTC	The document has been completed.



BNP PARIBAS

Strictly Private & Confidential

Sumit Kulkarni

January 12, 2023

Dear Sumit,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 19, 2023 and ending on June 16, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



SIEMENS

Siemens Industry Software (India) Private Limited

Vaishnavi Bhole,
1037, Building no.13,B-wing, Bhanshikar building,Jai
Maharashtra Nagar, near reliance office, Margdikone,
Borivali(Fast), Mumbai-400066.

Internship Offer

Dear Vaishnavi,

We are pleased to accept you as an intern for the period starting from 9th January 2023 to 7th July 2023, subject to terms & conditions mentioned under Annexure 1 and Annexure 2.

You will undergo internship with Siemens Industry Software (India) Private Limited ("Company") at Mumbai location.

This Consulting Agreement shall be effective as of 9th January 2023 and shall remain in force 6 Months. However, the contract can be canceled at any time with or without cause, by written notice from either party to the other delivered not less than One Month prior to the specified date of cancellation.

The address and contact details of our organization are as follows:

Siemens Industry Software (India) Private Limited
Unit No. 9A, 9th Floor,
North Tower, Godrej One,
Punjshanaagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079.

During this period of internship, we shall pay you a monthly stipend of INR 40000, subject to applicable taxes. You shall not be entitled to any other amount, unless pre-approved by Company in writing.

Components	Monthly	Annually
Basic	20000	240000
Flexible Allowance	20000	240000
Base Stipend	40000	480000
Company's (PF)	2400	28800
CTC	42400	508800

In case you need any further information, please feel free to contact us.

Yours faithfully,

For Siemens Industry Software (India) Private Limited

Vachher
Ankur

Digitally signed by Vachher Ankur
Date: 19/12/2022
Reference: 20221219104527-000001
Email: vachher.ankur@siemens.com
Phone: +91 98 10 20 30 40 50

Ankur Vachher
Senior Manager Talent Acquisition

Accepted By:
Vaishnavi Bhole
Date: 19/12/2022

Siemens Industry Software (India) Pvt. Ltd.
Regd. Office: E-29, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India
Corporate Identity Number: U12500DL1998PTC094335

Floor C, Survey No. 23,
Panchsheel Business park
Birkdale, Pune - 411045

Phone: +91 20 41652750
Fax: +91 20 41652011

www.siemensindia.com



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ANNEXURE - 1**TERMS & CONDITIONS OF INTERNSHIP**

1. The Intern shall observe and conform to such duties, directions and instructions as communicated to him/her by the Company and those in authority over him/her.
 2. The Intern, during course of internship, may have access to Company's proprietary information, including trade secrets, industry knowledge, and other confidential information. Intern will not share or disclose any of the proprietary information at any time or in any manner whatsoever, without the prior written consent of the Company. The Intern also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after expiry or termination of the internship.
- The Intern shall comply with the Social Media guidelines/ policy of the Company and shall not publish details of the Company on any social media platforms.
3. The Intern shall not during the continuance of his/her Internship, without the consent of the Company in writing, be employed or render services, directly or indirectly, in any other trade or business, employment, or occupation whatsoever and will devote the whole of his/her time and attention to his/her duties with the Company.
 4. Any software, application, database etc., including packages as well as its associated documentation developed by the Intern during course of the internship shall be sole and exclusive property of the Company. The Intern shall not use any of the designs, drawings, software, literature, machines etc., of the Company or which he/she develops during course of the internship for any purpose other than Company's business.
 5. The Intern shall be true and faithful to the Company in all his/her accounts, dealing and transactions relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the same.
 6. The Intern shall be responsible for the safe return of all the properties, assets of the Company including, but not limited to any drawings, data software, employee data, notebooks, manuals, documents, customer lists, specifications, files, or other records of any nature or any reproduction thereof which may have been provided to you during the course of your internship with the Company or which may be in your use, custody, care or charge. For the loss of any property of Company in your possession, Company will have a right to assess the value of the loss on its own basis and recover the damages as it deems proper in the event of Intern's failure to account for such material or property.
 7. The Intern can be terminated without notice in the event of being found guilty of any fraud, criminal offense, dishonesty, disobedience, negligence, misconduct or conduct which is likely to be prejudicial to the interests of the Company, or for absence from duty without intimation, breach of company's code of conduct and business ethics or for providing wrong information related to personnel records.
 8. The Intern will not be an "employee" or a "workman" for the purposes of any employment statute and there is no assurance or guarantee that Intern will be employed by the Company upon completion of internship.
 9. The Intern shall also keep the Internship terms and conditions strictly confidential. Any disclosure will constitute a breach and may result in termination of internship.

Siemens Industry Software (India) Pvt. Ltd.

Regd. Office : E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India

Corporate Identity Number U12500DL1998PTC054315

Tower C, Survey No. 21,
Parashuram Business Park
Belawada, Pune - 411045Phone: +91 20 46882000
Fax: +91 20 46882001E-mail: sis@siemens.com

829

SIEMENS

10. The Intern shall abide by all applicable terms and conditions of the Company, including Business Conduct Guidelines which are in force, or updated from time to time. The Intern may take leave during course of internship after taking prior written approval from the reporting manager.
11. The Company as a part of your background check may collect personal information, including but not limited to, your bank details, credit history, medical records and history, and such other personal data or information as it may deem necessary, from time to time, as necessary for the purposes of your internship. The Intern hereby acknowledges and grants consent to the Company for collecting, using, processing, storing, disposing off, and transferring, whether to any other group company, or to third party service providers, within or outside India, any such personal information relating to the Intern.

I have read and understood terms and conditions mentioned under Annexure 1 of the internship letter.

(Signature)

Date: 19/12/2022



Siemens Industry Software (India) Pvt. Ltd.
Regd. Office: C-20, 1st & 2nd Floor, Near Kisan, New Delhi - 110016, India
Corporate Identity Number U1254001 1998 PTCDH315

Lower C, Survey No. 21,
Panchal Business Park
Bawali, Pune 411045

Phone: +91 20 40887000
Fax: +91 20 40887001

<http://shardainstitutetechnology.com>



COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Rejd. Office
8th Floor, Tower B, Gate No 5,
Prima Bay, Saki Vihar Road,
Powai, Mumbai - 400672
Tel : (91 22) 61783081
Fax : (91 22) 61783010
www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

24-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

Mr. Rahul Aishi

Dear Mr. Aishi,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 09-Jan-23 to 30-Jun-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya.krishna@colpal.com for any queries that you may have..

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pancard
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR



Nov 13, 2022 | 10:47 CST
DocuSign Envelope ID: 19D71404-0B78-4824-A209-03A85AE21888
DSUS GE Oil & Gas India Private Limited
SF No.108 Chettipalayam Road
Coimbatore - India
641001

Baker Hughes



November 9, 2022

Prathamesh Kadam

Mumbai, India

Dear Prathamesh Kadam,

Taking into consideration Baker Hughes' interest and commitment to the growth and development of students as future professionals, we are pleased to inform you that you have been selected to undertake an Internship with Baker Hughes for the role of Digital Technology Intern.

1. Department OR Product Line: You will undertake your internship in the HQ - Digital Technology function.
2. Period: The internship will start on Monday, January 16 2023 and would end on Friday, June 30 2023, internship period stated above. In case your internship is reduced or extended you will receive an amendment letter outlining the change. (the original internship period and the extended internship period together are referred to as "the Internship Period").
3. Reward: You will be entitled to a Monthly of INR 30,000.00 for each internship month, less applicable taxes. If your internship is extended, you will continue receiving the same monthly allowance.
4. Guidelines: Attached to this letter is a document detailing the general guidelines of your internship.

Please go through the attached documents and send us a signed copy of your acceptance to the Internship guidelines.

We wish you success during your internship. Please do not hesitate to contact us back in case you require any further clarifications.



DocuSign Envelope ID: 19071494-D87B-4824-A209-03A85AE2188B
0508 GE Oil & Gas India Private Limited
SF No.608 Chetipalayam Road
Coimbatore - India
641001

Baker Hughes

Drafting Encl.

General Internship Guidelines

Purpose of the Internship Baker Hughes Internship provides an educational strategy whereby students complement their academic preparation with direct practical experience. Baker Hughes participation exhibits the company interest and commitment to the growth and developments of students as future professionals.

Eligibility:

To qualify for an internship with Baker Hughes, students must be:

- Enrolled in a full-time degree program (students should be enrolled a minimum of 9 hours in each of the Fall and Spring semesters to be considered a full-time student; summer enrollment not required).
- Working towards a Bachelor's or Master's degree from an accredited University
- In "excellent standing" with the University

Competencies:

In order to qualify for the Internship, students should be having strong communication (English is a must), technical writing and presentation skills, as well as solid problem-solving abilities and the desire to learn new skills and gain new experience. Prospective Internship students should also be self-starting, goal-oriented team players who demonstrate leadership capabilities and understand practical business principles.

General Responsibilities of the Intern

1. Achieve the short-term and day-to-day goals, tasks and learning objectives assigned by the University and Baker Hughes Supervisor.
2. Follow all HSE operational practices and procedures successfully and effectively as per company policies, both during the remote working phase and physically in the office.
3. Manage time and resources effectively.
4. Solve problems, overcome obstacles and make good decisions.
5. Work effectively on diverse teams.



[Handwritten signature]

0508 GE Oil & Gas India Private Limited
SF No 508 Chettipalayam Road
Coimbatore- India
641001

Baker Hughes 

6. Communicate effectively with all levels within the team and external business partners.
7. Demonstrate work-related knowledge effectively.
8. Utilize multiple sources of information effectively.
9. Exhibit a high level of initiative.
10. Maintain the confidentiality of any information designated by Baker Hughes as Confidential.

General Responsibilities of Baker Hughes

1. Encourage and support the learning aspect of the student's Internship assignment.
2. Designate an employee to serve as student advisor with responsibilities to help orient the student to the site and its culture, to assist in the development of the learning objectives, to confer regularly with the student and his/her faculty representative and to monitor the student's progress.
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging.
4. Make available equipment, supplies and space necessary for the student to perform his/her duties.
5. Provide guidance on a safe working standard both for remote work and in the office
6. Will not displace regular workers with students secured through Internship referral.
7. Notify University/College personnel of any changes in the student's work status, schedule or performance.
8. Allow a faculty representative to visit the work area to confer with the student or the interns manager, with prior arrangement.
9. Communicate Baker Hughes policies and standards to University/College personnel.

Hours of Work:

The Intern shall abide by the working hours followed in his/her area of work. Further details would be provided by the Direct Supervisor and HR Department upon joining the Internship.

A handwritten signature in black ink, consisting of stylized letters, is written over a solid blue horizontal line.

DocuSign Envelope ID: 18D71494-DB7B-4824-A209-03A85AE2180B
0508 GE Oil & Gas India Private Limited
SF No 608 Chettipalayam Road
Chennai - India
641001

Baker Hughes 

DocuSign

Medical & Sickness:

Should the Internee be absent from work due to sickness, he/she must inform the Supervisor immediately. A registered medical practitioner must certify periods of sick leave in excess of two days. Sick leave will be paid in accordance with Company policy.

Termination of the Internship:

Should Baker Hughes become dissatisfied with the performance of a student, Baker Hughes may request the termination of the Internship arrangement.

- In case the Intern was referred by a University, the termination should occur only after University/College personnel have been notified in advance and a satisfactory resolution cannot be obtained.
- In case the Intern is a walk-in candidate who directly applied to Baker Hughes, the Company may request the termination of the Internship arrangement by giving the candidate 2-day's notice.

Governing Law:

The provisions contained herein shall be construed and governed in accordance with the laws of India. The Courts at Mumbai shall have exclusive jurisdiction over matters contained herein.

Miscellaneous:

These terms and conditions constitute the entire agreement and understanding between the parties with respect to the Internship. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the terms and conditions shall not be construed as a waiver of any provision or right. If any particular provision of the terms and conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the terms and conditions which shall remain in full force and effect. In case of any conflict between applicable laws and terms and conditions contained herein, the applicable law shall prevail.

Sincerely,

Eyas Qatanani
Human Capital & Technology HR Leader - MENATI
Baker Hughes




[Handwritten signature over a blue line]

0505 GE Oil & Gas India Private Limited
SF No 603 Chepaplayam Road
Coimbatore- India
641001

Baker Hughes 



November 9 2022

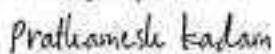
Signature

Date

Acknowledgement and Acceptance,

This is to confirm that I have read the Internship guidelines and I am fully aware of my roles and responsibilities during the Internship.

— DocuSigned by:


Prathamesh Kadam

CIAZFG71DEA14D

Nov 13, 2022 | 10:47 CST

Signature

Date





Employee Confidentiality and Innovation Agreement

This Employee Confidentiality and Innovation Agreement ("Agreement") is entered into by and between **Prathamesh Kadam** (referred to herein as "you" or "your"); and **GE Oil & Gas India Private Limited**, and all of its affiliates (collectively referred to herein as "Company").

Background

The Company desires to employ you in a position of trust and confidence, in which you will have significant responsibilities and opportunities for additional compensation, advancement, and transfer, and will necessarily receive, use, and develop Confidential Information, and you desire to be employed in the position. In consideration for your employment, receipt of Confidential Information, benefits, participation in the Company's severance plan or plans, amongst other compensation and additional consideration, you agree to the following:

Terms and Conditions

1. Duty of Loyalty

- 1.1. You will perform your assigned duties in accordance with Company policies, guidelines, rules, and procedures.
- 1.2. You will remain loyal to the Company, avoid conflicts of interest, and promptly inform the Company of all opportunities relating to its business or the business of its subsidiaries, parents, or affiliated companies with which you have contact through your work.
- 1.3. You understand that a substantial portion of your compensation is provided to buy this loyalty. It will be a conflict of interest and a breach of your duty of loyalty for you to, among other things, compete with or prepare to compete with the Company while still employed by the Company, or to later compete with the Company in violation of this Agreement.

2. Inventions

- 2.1. You must disclose and assign, and you hereby unconditionally and irrevocably assign, to the Company (or as the Company may direct) all Company IP as the Company's exclusive property.
- 2.2. You must disclose all original works of authorship you make (solely or jointly with others) within the scope of your employment. If such works are protectable by copyright, then they will be "works made for hire," and if the work is determined not to be a "work made for hire," then you will assign, and hereby assign, those works and any copyright in such works to the Company (or as the Company may direct) as the Company's exclusive property. You agree that the Company may modify such works at its sole discretion and you unconditionally waive all moral rights you may have in respect to such works.
- 2.3. You must disclose and grant, and you hereby grant, to the Company a nonexclusive, transferable, sublicensable, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and otherwise exploit any inventions, original works of authorship, developments, improvements or trade secrets that are owned or conceived by you or in which you have an interest and that is not already Company IP that you incorporate into Company products, processes, or machines while employed by the Company.

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- 2.4. You must execute, upon the Company's request, all necessary agreements, instruments, notices, acknowledgments and other papers and assist the Company or its nominee (at the Company's expense), during and after your employment, to perfect and register (if required under applicable law) the assignment of Company IP pursuant to Section 2.1 and to obtain (and to vest legal title in the Company or its nominee), patents, copyrights, or other legal protection for Company IP in all countries. Immediately upon creation or development of any Company IP or upon you acquiring, becoming vested in, being granted or asserting any assignable or transferable right (legal, beneficial, proprietary or otherwise) in relation to any Company IP, you shall, if required by the Company at its sole discretion, promptly deliver to the Company a further notice of assignment of such Company IP or right to the Company on such terms as the Company may require.
- 2.5. You must make and maintain adequate and current written records of all Company IP that you conceive, create, or develop relating to your work.
- 2.6. You may not disclose or use in your work for the Company any confidential or proprietary information of others (including any prior employers), or any inventions or innovations you own that are not within the scope of this Agreement.
- 2.7. You are not obligated to assign to the Company any rights in an invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities, material, Confidential Information, or trade secret information, unless those inventions: (a) relate to the Company, or the Company's actual or demonstrably-anticipated research or development at the time the invention was made; or (b) result from any work you performed for the Company.

3. Confidential Information

- 3.1. You acknowledge that: (a) the Company's business is highly competitive; (b) the Company's Confidential Information is a valuable, special, and unique asset the Company uses in its business to obtain a competitive advantage over its competitors who do not have access to the Company's Confidential Information; and (c) protecting the Company's Confidential Information against unauthorized disclosure and use is of critical importance to the Company maintaining its competitive position.
- 3.2. You will not, at any time during or after your employment with the Company, make any unauthorized disclosure of any Confidential Information or any information of others that the Company is obligated to maintain in confidence, or make any use of it except in performing your responsibilities under this Agreement.
- 3.3. You may not store the Company's data, including Confidential Information, on any electronic storage device that the Company does not own without the Company's prior written consent. If you store the Company's data on an electronic storage device (e.g., USB drive, external hard drive, smartphone, personal computer, tablet computer, personal email addresses, Cloud-based storage accounts, etc.) that the Company does not own, regardless of whether the device also contains your personal information, in addition to all other available remedies, you will deliver to the Company within three business days after the Company requests all electronic storage devices for inspection, data retrieval, and data removal (including any personal information you have stored on the device) and you acknowledge that that your obligations in this regard are reasonable and necessary for the Company to protect its data, including Confidential Information.

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- 3.4. You will promptly deliver to the Company, at the Company's request or upon any ending of your employment, all items or information belonging to the Company; or that by their nature are only for the use by the Company's employees, including all materials that are of a secret, restricted, confidential, highly-confidential, or proprietary nature.
- 3.5. You understand and agree that nothing in this Agreement prevents you from reporting in good faith, potential violations of law to the relevant law enforcement agency, or from cooperating in an investigation conducted by a government agency.
- 3.6. You understand that you may not be held liable for the disclosure of any information that is made in good faith and in confidence to a government official or to an attorney solely for reporting or investigating a suspected violation of law, and you will not be held liable under any trade secret law for the disclosure of a trade secret made to your attorney or in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If you file a lawsuit for retaliation by the Company for your reporting of a suspected violation of law, you understand that you may also disclose a trade secret under the same conditions mentioned in this Section 3.5.
- 4. Non-Competition and Non-Solicitation**
- 4.1. While employed by the Company and during the Restricted Period, you will not directly or indirectly render Restricted Services in the Restricted Region to a Competitor.
- 4.2. You understand that the restriction in Section 4.1 may limit your ability to engage in certain businesses in one or more geographic regions during the Restricted Period. You acknowledge that the restriction is necessary to protect the Confidential Information you had access to during your employment and the Company's customer relationships and stable workforce.
- 4.3. You agree that the provision in Section 4.1 defining the scope of restricted activities is narrow and reasonable for the following reasons: (a) you are free to seek employment with other companies that provide products and services that do not directly or indirectly compete with the Company; (b) you are free to seek employment with other companies in the oil and gas industry that do not directly or indirectly compete with the Company; and (c) there are many other companies in the oil and gas industry that do not directly or indirectly compete with the Company. Thus, the restriction on your ability to compete does not prevent you from using and offering your skills to other employers.
- 4.4. While employed by the Company, and for 12 months after the termination of your employment for any reason, you must give written notice to the Company's Chief Human Resources Officer within three business days of accepting employment or a business engagement with a Competitor or a Covered Customer. The written notice must identify the Competitor or Covered Customer, identify your new job title, and provide the Company with sufficient information about your new employment or engagement to enable the Company to determine if your services in the new employment or engagement may violate the post-employment obligations in this Agreement.
- 4.5. Before accepting employment or a business engagement with any other person or entity while employed by the Company or within 12 months after the termination of your employment for any reason, you must inform the person or entity of the restrictions contained in this Agreement.
- 4.6. While you are employed by the Company, and for 24 months following termination of your employment for any reason, you will not, directly or indirectly: (a) encourage or attempt to encourage (or assist another

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in encouraging or attempting to encourage) any of the Company's employees, contractors, consultants, suppliers, or vendors to terminate their relationship with the Company; or (b) solicit or contact for employment, engagement, or hire (or assist another in those activities) any of the Company's employees, contractors, or consultants.

- 4.7. While you are employed by the Company, and for 18 months following the termination of your employment for any reason, you will not directly or indirectly call on, service, solicit, or accept competing business (or assist another in calling on, servicing, soliciting or accepting competing business) from any Covered Customer on behalf of a Competitor. These restrictions, however, are limited by geography to the specific places, addresses, or locations where the Covered Customer is present and available for soliciting or servicing competitive products or services.
- 4.8. You will make yourself reasonably available to the Company to respond to requests by the Company for information which you may know related to the Company and its Representatives.
- 4.9. You will cooperate fully with the Company in connection with all existing or future litigations or investigations brought by or against the Company or any of its past or present Representatives, whether administrative, civil or criminal in nature, in which, and to the extent, the Company deems your cooperation necessary.
- 4.10. Nothing in this Agreement is intended to reduce the Company's protections or your obligations under: (a) any pre-existing agreement between you and the Company, (b) any applicable statute, order, regulation or other law or (c) general principles of law.
- 4.11. If you have any pre-existing, enforceable agreements that provide greater protection for the Company by having more restrictive terms relating to nondisclosure, non-competition, non-solicitation of customers, or non-solicitation of employees, you agree that, in addition to the provisions contained in this Agreement, you will continue to comply with and be bound by those pre-existing terms, which are hereby incorporated by reference.
- 4.12. For 12 months after the termination of your employment for any reason, and within 5 days of any written or oral request by the Company, you must certify in writing that you have always fully complied with your obligations under the terms of this Agreement. If you fail or refuse to do so, you and the Company agree that such failure amounts to a material breach of the terms of this Agreement.

5. General Provisions

- 5.1. **Severability.** If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force. If any period or in the event the period is not fixed or determined under this Agreement, the Restricted Services or the Restricted Region stipulated under this Agreement is/are held excessive, indefinite, invalid, or otherwise unenforceable, such period or restriction shall be adjusted and/or determined to the maximum extent permitted by applicable law.
- 5.2. **Waiver.** A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 5.3. **Merger.** Except as set forth in Sections 4.10 and 4.11, this Agreement is your entire agreement with the Company with respect to the subject matter hereof, and it amends (to the extent enforceable) all

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A handwritten signature in black ink, appearing to read "M. S.", is written over a blue horizontal line.

previous oral or written understandings or agreements, if any, made by or with the Company regarding the same subject matter and can be revoked or modified only by a written agreement signed by you and the Company. Further, you acknowledge and agree that you have not, will not, and cannot rely on any representations not expressly made herein.

- 5.4. **Choice of Law.** This Agreement is governed by and must be interpreted under laws of GE OIL & GAS INDIA PRIVATE LIMITED without regard to its choice of law rules. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent courts of GE OIL & GAS INDIA PRIVATE LIMITED.
- 5.5. **Survival.** The covenants in Section 2, Section 3, Section 4, and Section 5 will survive the expiration or any termination of this Agreement and shall be construed as agreements independent of one another and any other provision of this Agreement and shall survive the termination of this Agreement and your employment with the Company. The existence of any claim or cause of action against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such provisions.
- 5.6. **Assignment.** This Agreement will inure to the benefit of the Company, its Representatives, and their respective successors and assigns, without need for any further action by the Company, and may be enforced by any one of them. You expressly agree to the assignment of this Agreement in accordance with this Section 5.6. You will continue to be bound by the terms of this Agreement regardless of any promotions, demotions, or transfers that you may receive in the future. Your services under this Agreement are personal in nature and cannot be assigned by you without the Company's consent.
- 5.7. **Modification.** This Agreement can be modified or changed only by a written document signed by both parties.
- 5.8. **Warranty and Indemnification.** You warrant that you: (a) are not a party to any other agreement limiting your activities for the Company; (b) at the time you signed this Agreement, do not know of a written or oral contract or of any other impediment that would inhibit or prohibit your employment with the Company; (c) will not knowingly use any trade secret, confidential information, or other intellectual property right of any other party in the performance of your duties with the Company; and (d) will hold the Company harmless from all suits and claims arising out of your breach of a restrictive covenant or agreement with a third party.
- 5.9. **Remedies.** You agree that if you breach or threaten to breach Section 4, the Company will not have an adequate remedy at law. If you breach or threatened breach any of these provisions, the Company is entitled to: (a) injunctive relief by temporary restraining order, temporary injunction, and permanent injunction; (b) recovery of attorneys' fees and costs incurred by the Company in obtaining that relief; and (c) any other legal and equitable relief to which the Company may be entitled, including all monetary damages that the Company may incur because of such breach or threatened breach. Injunctive relief will not be the exclusive relief and may be in addition to any other relief the Company would otherwise be entitled. The agreed amount for the bond to be posted if an injunction is sought by the Company is US\$1,000. The existence of any cause of action by you against the Company, including any cause of action relating to this Agreement, will not constitute a defense to enforcement of the restrictions on you under this Agreement. If you fail to comply with a restriction in this Agreement, the period for that restriction will be extended by one day for each day you are found to have violated the restriction, up to a maximum of the original number of restrictive months.

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- 5.10. **Third-Party Beneficiaries.** If you become an employee of an affiliate of the Company, then your obligations under this Agreement applies to that employment and the affiliate will have the right to enforce all provisions of this Agreement.
- 5.11. **Duplicate Treated as Original.** The Company may, in the ordinary course of business, reproduce this original Agreement by any means and you agree to accept a reproduction as authentic and having the same force and effect as this original Agreement. You accept (and will not object to) the Company's use of a reproduction including admission and use in any proceeding before any agency, patent office, court, or tribunal, in any country.

6. Definitions

- 6.1. **"Company IP"** means all intellectual property, including all inventions, discoveries, innovations, improvements, trade secrets, technical or business information, and intellectual property you may solely or jointly develop, conceive, reduce to practice or author during your employment with the Company that: (a) relate to the business or our present or demonstrated or reasonably foreseeable future research or development or business activities; (b) result from or are suggested by any work you may do for the Company; or (c) are otherwise made through the use of the Company's time, equipment, supplies, facilities, material, or Confidential Information.
- 6.2. **"Competitor"** means any person or entity that provides or is preparing to provide products or services that compete with the products or services the Company currently offers, plans to offer, or has offered in the preceding 12-month period.
- 6.3. **"Confidential Information"** means the Company's confidential, proprietary information, and trade secrets that are not generally known, regardless of whether the information is in oral, written, machine readable, or other form. Confidential Information includes, but is not limited to, the following examples: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, software, accounting methods, marketing plans, business plans, budgets, information systems, customer and employee lists, and human resources information.
- 6.4. **"Covered Customer"** means the Company's customers or potential customers with whom you, within the 18 months before your termination, (a) had or made business contact on behalf of the Company, or (b) had direct or indirect access to Confidential Information regarding such customers.
- 6.5. **"Representatives"** means the Company, its affiliates, and their respective subsidiaries, agents, officers, directors, fiduciaries, and employees.
- 6.6. **"Restricted Period"** means the 12 months following the termination of your employment with the Company for any reason.
- 6.7. **"Restricted Region"** means any territory or geographic area for which you were responsible according to the duties and responsibilities assigned by the Company during any portion of the 12-month period before your termination. Additionally, if your position relates to research, development, or manufacturing of the Company's products, the Restricted Region includes all territories or geographic areas in which the Company or its Competitors' products or services are manufactured, sold or offered for sale.
- 6.8. **"Restricted Services"** means: (a) services substantially similar to any job, task, function, or responsibility that you performed for the Company in the 12-month period before the termination of your employment



for any reason; (b) services substantially similar to any job, function or responsibility that you held in the 12-month period before the termination of your employment for any reason; and (c) any job, function, or responsibility in which your knowledge of Confidential Information would provide a competitive advantage if used or disclosed in the performance of your duties for a third party.

NOTICE

This agreement affects important rights. Do not sign this Agreement unless you have read it carefully and understand it completely.

Agreed and Accepted:

Employee's Signature
Prathamesh Badam

Date

Nov 13, 2022 | 10:47 CST

515808

WD ID or SSO



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Nomura Services India Private Limited
Vishwakarma - 10, Floor, Phoenix Business Center, Phoenix
Mumbai - 400 058, India

Telephone: +91 22 3001 6000
Fax number: +91 22 3001 2111
Website: www.nomura.com

02 December 2022

Renuka Dyawarkonda
Sardar Patel Institute of Technology
Mumbai - 400 058

Dear Renuka,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Risk & Capital IT division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 50,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 09 January 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

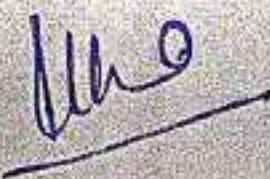
You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials, and presentations, "know-how" developed in spreadsheets and systems developments.

Nomura Services India Private Limited
Regd. Office No. 0722000400070147613
A member of the Nomura group of companies





Nomura Securities India Private Limited
Bandra Kurla Complex, Mumbai, India
Wards - 42 & 43, Ward No. 42 & 43

Telephone: +91 22 3022 4022
Facsimile: +91 22 3022 4023
Website: www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or misuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your Internship immediately upon occurrence of any of the following events: (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**
Digitally signed
by Reshma
Khanna
Date: 2022.12.02
19:12:50 +05'30'



Uma

Reshma Khanna
Vice President – Human Resources

Nomura Securities India Private Limited
Registered in India No. U72200MH2014PTC147813
A member of the Nomura group of companies

NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai
Mumbai - 400 076, India

Telephone: +91 22 3005 4000
Facsimile: +91 22 3005 7111
Website: www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature: Renuka :-

Renuka Dyawarkonda

Date: 22/12/2022.



Mr. O



Offer Letter Addendum <>

Quantiphi Inbox



careervirtuverse@... Jan 13

to me, tpo spit, prakash.g

Dear Devansh,

Congratulations on your **offer** from Quantiphi!

As discussed in Monday's session and followed by the email communication on Wednesday, we have attached an addendum to the **offer letter**.

Below are the next steps:

- 1. Please go through the same in detail.
- 2. Sign it digitally on Page 2.
- 3. Upload the signed copy of the Addendum to the *google form here*.
- 4. You are expected to complete the above by **5:00 PM today**

Please note, your temporary Quantiphi email (To which the access to the PAQT portal will be shared) will be created upon we receive the signed addendum today.

Happy Learning!

Thanks & Regards,
University Relations | Culture & People Team

www.quantiphi.com | Analytics is in our DNA



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August 10, 2022

Dear Jenil:

Reference to our Internship & Offer Letter shared for employment at Institutional Shareholder Services India Private Limited (the "Firm") as "Junior Analyst".

Please note the offer of employment is valid subject to the satisfactory performance showcased during the Internship period of six months.

Our heartiest congratulations for your offer of employment with ISS & best wishes for the long-term association with us.

Yours sincerely,

For and on behalf of Institutional Shareholder Services India Private Limited

Bhagyajyoti Shetty

Associate Vice President

Recruitment, Human Resources - Asia Pacific



INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai - 400063

ISSGOVERNANCE.COM

Great
Place
To
Work

Certified
WE ARE LEADING

quantiphi

Solving What Matters



"THE
FUTURE
IS HERE"



TOTAL REWARDS STATEMENT

Private and confidential

Date : December 23, 2022

Ms. Nidhi Amod Khanorkar

Email: nidhikhanorkar9@gmail.com | Phone Number: 9819084012

Congratulations! We are excited to have you on board and appreciate all the conversations we have had during the course of the selection process. At Quantiphi, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contributing towards your overall growth, holistic development, and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family, and your long-term association with Quantiphi.

 This detailed statement has been created to give you an insight into your benefits as full-time employees at Q and a complete understanding of your compensation package post internship.

Please refer to [page 4](#) of this document for your TRS w.e.f. from March 20, 2023 designated as Intern - Business Analyst - Sales Engineer at our Mumbai, Maharashtra office.

Regards

Mohini Palchowdhury

Head-HR

Your Total Rewards Packages (INR) 850,000



Your Compensation

This represents your total compensation, which includes your fixed and variable pay



Health and Wellness

Initiatives taken by Q to promote health and wellness amongst its employees



Performance Rewards

Incentives linked to your performance and what they mean to you



Learning and Growing with Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and



Benefits at Q

Unique offerings beyond your compensation structure that you will have access to



Celebrating Life at Q

Q celebrates its employees and their contributions, recognising the need for rejuvenation and encourage independent thinking

Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- I. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.
- II. This program aims to be both challenging and rewarding while keeping the current guidelines issued by the Ministry of Health.

2. During the internship:

- I. The internship program is for a duration of (4) four months from the date of joining mentioned above.
- II. During this period, you are expected to use your own laptop. Quantiphi's IT team will have the right to implement all necessary changes as per the Company's security policy and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange (borrow / rent) one before the start of your internship.

3. Performance Evaluation:

- I. During this internship period, your performance will be subject to continuous evaluation
- II. Post completion of your internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during the internship:

- I. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be Rs.23000 per month (Rupees Twenty Three Thousand Only per month)
- II. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

5. Notice Period during the internship:

This Contract is terminable by either party giving one month's notice period for no cause. During the period of the Internship, the company can terminate the contract by giving one week's notice. At its sole discretion, the Company may consider accepting payment in lieu of a notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

6. Offer Confirmation:

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation.

Strictly Confidential



Total Rewards Package

(Full Time Employee)

Particulars	Amount	Payable
Fixed Component	(INR) 650,000	Split Monthly (Refer to page 5)
QCDP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCDP -** This payout is a way to recognize and reward the exemplary performance of high-performing and ambitious professionals. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines.
- Notice Period post Joining -** Your employment is contingent on a successful background / reference check that the Company may conduct at its discretion. For conducting background / reference checks by the Company, all the documents listed in Annexure must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.

In the event you fail to do so, the Company shall, at its sole discretion:

- Withdraw this Offer Letter.
- Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 2 months if you choose to leave from the date of confirmation as full-time employee.

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.



Authorized Signatory
Mohini Palchowdhury
Head-HR

Agreed and Accepted
Nidhi Amod Khanorkar

Your Compensation

Particulars	Ratio	Annual	Monthly	Details
Basic Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
LTA	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Vehicle Fuel Reimbursement	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Coupon	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Special Allowances	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	
Employer's Contribution to Provident Fund (i)	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
Gratuity (ii)	4.81% of Basic	(INR) 15,636	(INR) 1,303	Statutory
Total Employee Retirement Benefits (B)	Sum of (i) & (ii)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	
Employee's Contribution to PF (i)	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory





Professional Tax (ii)	Fixed	(INR) 200	Professional Tax Deduction
Total Deductions (i) + (ii)	Calculated	(INR) 24,000	(INR) 2,000 Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064	

Your employment is contingent to a successful background / reference check that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter.
2. Terminate your services without liability in case you have already joined the Company.

For conducting background/reference check by the Company, all the documents listed in Annexure must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.



Health and Wellness

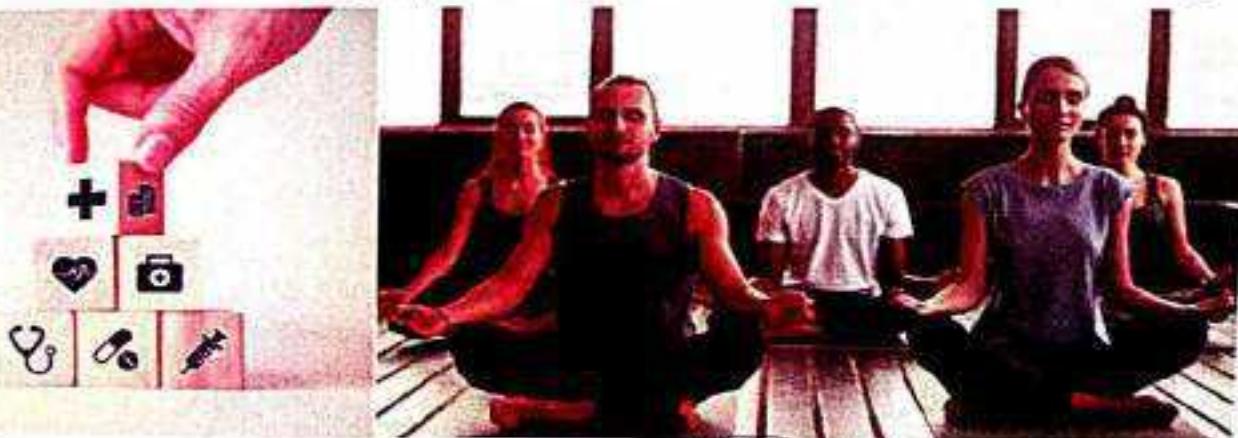
Quantiphi provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- **Employee Wellness Assistance Program** - Easy and nonjudgemental access to counseling facilities available 24/7*365 days with our partners, TATA 1mg. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present at the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their TATA 1mg portal.
- **Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of 5 lacs for employees, spouse, and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent at a nominal premium.
- **Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies, and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- **Zen Days** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilize the day to focus on closing tasks that need your undivided attention. Additionally, you also get pre-defined days as pocketful of Zen.
- **Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail 3 additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers.
- **Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 1 month of paid sabbatical applicable in case of Child Care or Patient Care.
- **Child care**: Employees who have children upto the age of 10 years can avail of 2 additional days of leave in a year for the purpose of attending to or taking care of their wards.
- **New parent Support**: Every full-time employee on the direct payroll of Q and who is entitled to avail of Maternity/ Paternity benefits can avail of a reduced work hour benefit.

Version 1.0

Strictly Confidential. Do not forward

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Version 1.0

Strictly Confidential. Do not forward

Linked Incentives

Meritocracy is the driving force in Quantiphi, along with innovation and constant upskilling are core to our Values. Quantiphi always focuses on and never shies away from appreciating and rewarding outstanding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps Q grow and flourish.

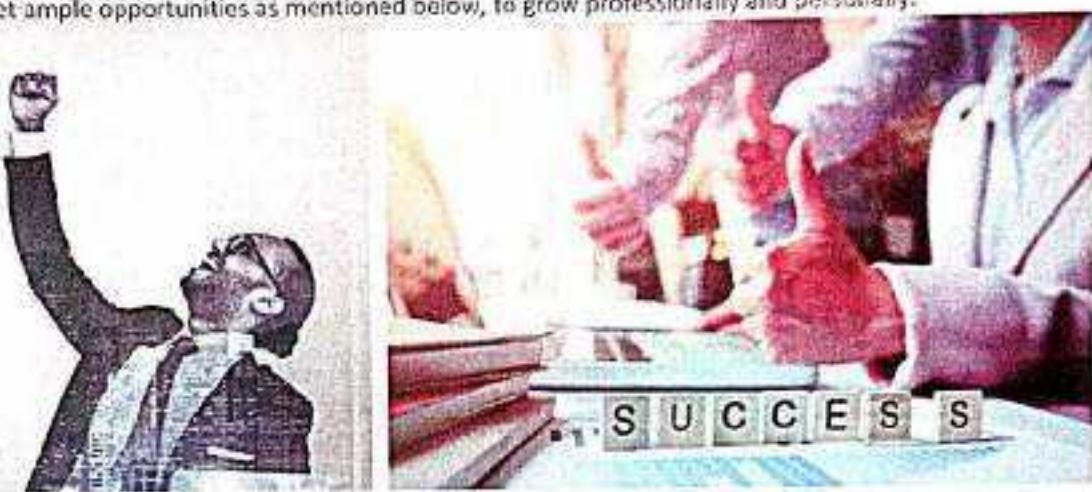


- **Company or Sales Linked Incentives** - With the growth in the organization, these options open up after a successful stint in your first appraisals to appreciate your contribution towards the organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employee's contributions and provides wealth enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high-performing employees through wealth enhancement options like PLI. All eligible employees have an equal opportunity to earn up to 120% of the PLI.
- **ESOPs**: Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCDP**: Q rewards high-performing campus hires through wealth enhancement options like QCDP reward.

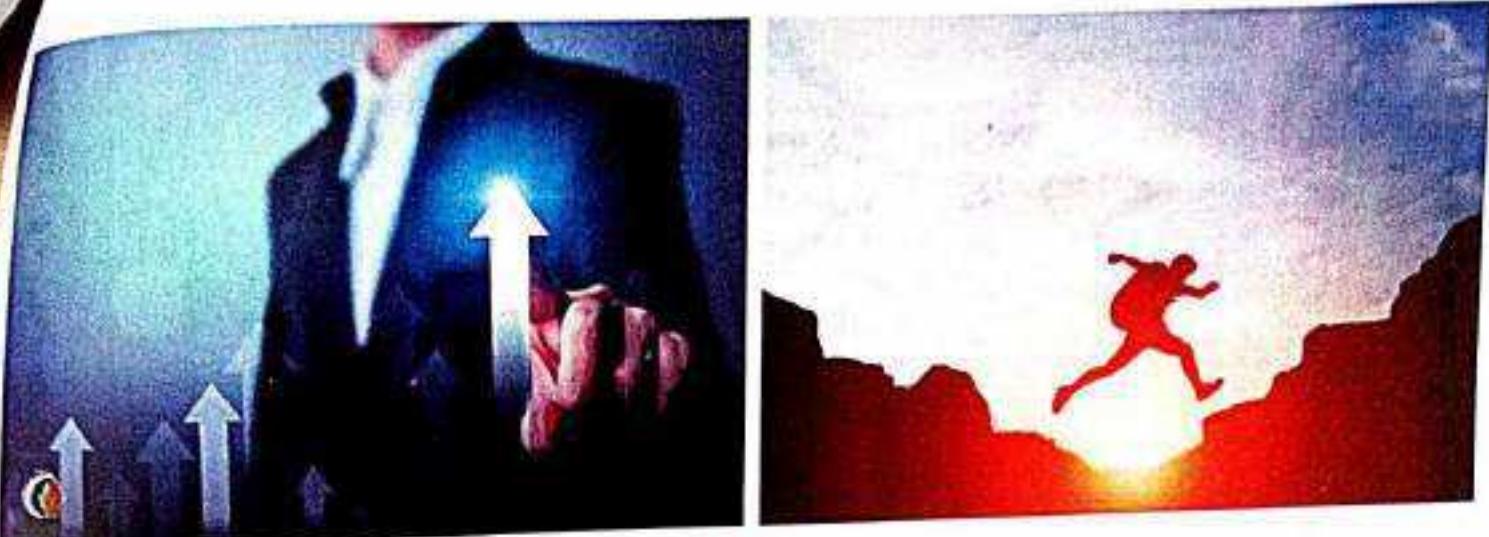


Learning and Growing with Q

True believers of the philosophy of Learn, Earn, and Leap, upskilling, and learning are highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



- **Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
- **Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization
- **Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Jombay to aid first time managers
- **Leadership Development Program** - 6 month development program for Senior Leaders with vendor partner CCL dedicated to create future leaders
- **Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan up to 30% of educational expenses.
- **International Travel Options** - With a growing global footprint Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
- **Skill-based promotions (Quarterly)** - Q recognizes and rewards talent and skill through skill-based promotions that take place every quarter.



Others Benefits at Q

Aiming up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a workplace that has employee-friendly policies, an innovation conducive work environment, and encouraging opportunities for all our employees.

Benefits@Q paves the way for a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to Ola and Uber facilities for official requirements; Leaves, Employee Loan/Salary Advance Option, Leave Sharing Option, etc.

- Leaves

Earned Leave:

24 days day of annual leave that can be used by employees based on their need of which 10 days of mandatory vacation leave in a year ensures equal focus on employees' wellbeing

Bereavement Leave:

In the unfortunate event of the demise of an immediate family member (parent/s, spouse, sibling, children or parent/s-in-law, grand parent/s), employees are provided 5 working days of paid leave.

Parental Leave:

Maternity, Paternity, Adoption Leaves which can be taken as per an employee's eligibility

- Financial well-being - Employee loan option up to 5 lacs available to all eligible ones in cases of medical emergencies (extended to the family which includes parents, spouse, siblings or children), employees' own marriage, Child Education, Home loan, Employees Marriage.





Leave Sharing Option - In case of personal emergencies employees can share their leave with colleagues to support them during difficult times.



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General Guidelines

~~Benefits Continued~~

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave - Official Birthdays** of employee/spouse/children or Anniversaries are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits - our thank you is to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to three Floating holidays in a year. These 3 days can be chosen from the preexisting list of restricted holidays on ZOHO.
- **Covid Care and Virtual Support** - From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment:** Employee Loan Repayment Program (ELRP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.
 1. Professional tax will be deducted monthly, per the prevailing applicable laws
 2. Performance linked incentives, if any, shall be paid as per company policy
 3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
 4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
 5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
 6. You will be further inducted on the performance system on the day of joining
 7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time
 8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972. 9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment
 - b) This will cover expenditure on self and family travel along with food expenses



- c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (If applicable)
2. Previous experience certificates. (If applicable)
3. Copies of certificates/diplomas/degrees of educational qualifications. (Std. X, Std. XII, 4. Graduation, and post-graduation).
5. Last 3 months' pay slip (If applicable)
6. Proof of date of birth.
7. Proof of current address
8. PAN Card (3 copies)
9. Aadhar Card (3 copies)
10. Copy of latest valid passport
11. Latest Passport size photograph
12. Banking details for online salary deposit (bank name, branch name, account no., IFSC)



A handwritten signature in blue ink, consisting of stylized letters, is written over a solid blue horizontal line.



WELCOME TO QUANTIPHI

Private and confidential

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company — one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now — with your skills, experience and creative ideas — you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing — at all times — we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders — and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

J. Dimon



Uma

J.P.Morgan

16-Jun-2023

Bhavika Vaishnavi
C-405 - A,
Sushant Lok Phase - 1
-122009
GURGAON
Haryana
INDIA

Dear Bhavika Vaishnavi,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 19-Jun-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Corporate Analyst Development Program (CADP) Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 17 Jul-2023. We will confirm any change in this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

Rotational Structure:

The Corporate Analyst Development Program (CADP) provides broad-line of business and intra-functional exposure through a series of targeted rotations. We expect this position will be 2 years long.

Rotations are the cornerstone of the Full-Time Analyst experience, so you must fulfill all required rotations before completing the program.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 8,50,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	2,55,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,27,500
4. Provident Fund	30,600
5. Special Allowance	3,96,900
A. Total Fixed Pay	8,50,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and regulations. You would be required to submit required proofs of expense as per the applicable guidelines.



Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.



After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.



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B2. Remuneration

- B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.
- B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.
- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:



Udo

a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

b) By the Company at any time without notice or compensation if you:

- i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:



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- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P. Morgan.

B5.- Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments,



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marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.

b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.

c) "Restricted Client" means any person:

i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and



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- ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5. You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan; considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.



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viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.

ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the



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matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by my representation, warranty or undertaking not expressly incorporated into it.

- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.
- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisers, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the



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"Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JP Morgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce



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Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts.
2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their



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credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.



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Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and/or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade,

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without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan - Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information (defined below)) from you (collectively, "Personal Data") in connection and



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during your employment with J. P. Morgan Services India Private Limited ("Company") ("Consent").

2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will use your Personal Data or any other related document agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
- 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);
 - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
 - 2.4 job grading, recruitment activities and employment background checks;
 - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
 - 2.6 consideration of eligibility and administration of staff loans and other benefits;
 - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
 - 2.8 internal and inter JPMorgan for matching procedures;
 - 2.9 processing payroll or tax or other employment and statutory benefits;
 - 2.10 providing employee references (with consent from employee);
 - 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
 - 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
 - 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
 - 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment



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- instrument details;
- (iii) physical, physiological and mental health condition;
 - (iv) sexual orientation;
 - (v) medical records and history;
 - (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JPMorgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JPMorgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have



previously worked.

7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.
8. You understand, agree and give your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to [accessHR](#), at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

J. Dimon



Me

J.P.Morgan

25-Nov-2022

Sruthi Shivaramakrishnan

1102, Balaji Krupa, Geet Gunjan CHS
7th cross lane, Off LBS Marg, Near Fire Brigade
-400080
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Sruthi,

Your Internship by J.P. Morgan.

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

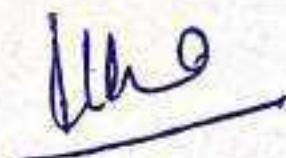
Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature,





Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum.
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship;
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - i. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - ii. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process,
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your Internship terms or any of the Company's or Group's policies.

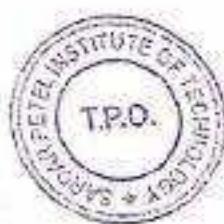
B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your Internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



Udo

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me; I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91 22 6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the



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job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Sruthi Shivaramakrishnan

Accepted Date: 2022-11-25T01:17:31.644+00:00

IP Address: 111.125.254.8



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JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

J. Dimon



John

J.P.Morgan

07-Dec-2022

Shivam Thakur
Jay Ambe Chawl no. 4, Room no. 8, Bhajwadi, Bihari Tekdi Road
Poisar, Kandivali East, Mumbai
-400101
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Shivam,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your Internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature,



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR 70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR 85000 ("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

b) By the Company at any time without notice or compensation if you:

i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property.

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay,
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor,
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:
- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction:

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries, and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, adviser, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above:

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91 22 6157 3000 Facsimile: +91 22 6125 0000





Dear Mayur Kumar,

Congratulations! We are pleased to offer you the position of 2023 Global Risk & Compliance Program, Corp Risk - Academic Internship - India. As a member of the team, your contributions will be invaluable as we continue to drive our business forward.

Please review the details of your employment offer and respond to the opportunity by clicking the 'Respond to Job Offer' button.

We understand that making the right career move is an important decision. If I can offer any further guidance, please let me know. We're excited to have you on our team!



Respond to Job Offer

DocuSign Envelope ID: 70B27CCA-40BB-4935-A5F6-13269D5B26E6
0508 GE Oil & Gas India Private Limited
SF No.608 Chettipalayam Road
Coimbatore- India
641001

Baker Hughes

Feb 10, 2023 | 01:30 CST

November 25, 2022

Dhvanik Makwana
106, Shree Guru Krupa Building
Bandar Pakhadi Road
Kandivali West
Mumbai 400067
Maharashtra
India

Dear Dhvanik Makwana,

Taking into consideration Baker Hughes' interest and commitment to the growth and development of students as future professionals, we are pleased to inform you that you have been selected to undertake an Internship with Baker Hughes for the role of Digital Technology Intern.

1. Department OR Product Line: You will undertake your internship in the HQ - Digital Technology function.
2. Period: The internship will start on Monday, January 16 2023 and would end on Friday, July 14 2023 . Internship period stated above. In case your internship is reduced or extended you will receive an amendment letter outlining the change. (the original Internship period and the extended Internship period together are referred to as "the Internship Period").
3. Reward: You will be entitled to a Monthly of INR 30,000.00 for each internship month, less applicable taxes. If your internship is extended, you will continue receiving the same monthly allowance.
4. Travel Reimbursement: You are entitled to return economy airfare from your institute/place of residence in India.



0508 GE Oil & Gas India Private Limited
SF No 608 Chettipalayam Road
Coimbatore- India
641001

Baker Hughes 

5. Accommodation: You will be entitled to temporary hotel accommodation for the initial 10 days of joining only. You will be responsible for your own accommodation for the remaining period of your internship.

6. Guidelines: Attached to this letter is a document detailing the general guidelines of your internship.

Please go through the attached documents and send us a signed copy of your acceptance to the Internship guidelines.

We wish you success during your internship. Please do not hesitate to contact us back in case you require any further clarifications.

General Internship Guidelines

Purpose of the Internship Baker Hughes Internship provides an educational strategy whereby students complement their academic preparation with direct practical experience. Baker Hughes participation exhibits the company interest and commitment to the growth and developments of students as future professionals.

Eligibility:

To qualify for an Internship with Baker Hughes, students must be;

- Enrolled in a full-time degree program (students should be enrolled a minimum of 9 hours in each of the Fall and Spring semesters to be considered a full-time student; summer enrollment not required).
- Working towards a Bachelor's or Master's degree from an accredited University
- In "excellent standing" with the University

Competencies:

In order to qualify for the Internship, students should be having strong communication (English is a must), technical writing and presentation skills, as well as solid problem-solving abilities and the desire to learn new skills and gain new experience. Prospective Internship students should also be self-starting.



0500 GE Oil & Gas India Private Limited
SF No.608 Chaitanya Road
Chennai-India
600001

Baker Hughes 

goal-oriented team players who demonstrate leadership capabilities and understand practical business principles.

General Responsibilities of the Intern

1. Achieve the short-term and day-to-day goals, tasks and learning objectives assigned by the University and Baker Hughes Supervisor.
2. Follow all HSE operational practices and procedures successfully and effectively as per company policies, both during the remote working phase and physically in the office.
3. Manage time and resources effectively.
4. Solve problems, overcome obstacles and make good decisions.
5. Work effectively on diverse teams.
6. Communicate effectively with all levels within the team and external business partners.
7. Demonstrate work-related knowledge effectively.
8. Utilize multiple sources of information effectively.
9. Exhibit a high level of initiative.
10. Maintain the confidentiality of any information designated by Baker Hughes as Confidential.

General Responsibilities of Baker Hughes

1. Encourage and support the learning aspect of the student's Internship assignment.
2. Designate an employee to serve as student advisor with responsibilities to help orient the student to the site and its culture, to assist in the development of the learning objectives, to confer regularly with the student and his/her faculty representative and to monitor the student's progress.
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging.



Baker Hughes

4. Make available equipment, supplies and space necessary for the student to perform his/her duties.
5. Provide guidance on a safe working standard both for remote work and in the office.
6. Will not displace regular workers with students secured through Internship referral.
7. Notify University/College personnel of any changes in the student's work status, schedule or performance.
8. Allow a faculty representative to visit the work area to confer with the student or the interns manager, with prior arrangement.
9. Communicate Baker Hughes policies and standards to University/College personnel.

Hours of Work:

The Intern shall abide by the working hours followed in his/her area of work. Further details would be provided by the Direct Supervisor and HR Department upon joining the Internship.

Medical & Sickness:

Should the Intern be absent from work due to sickness, he/she must inform the Supervisor immediately. A registered medical practitioner must certify periods of sick leave in excess of two days. Sick leave will be paid in accordance with Company policy.

Termination of the Internship:

Should Baker Hughes become dissatisfied with the performance of a student, Baker Hughes may request the termination of the Internship arrangement.

In case the Intern was referred by a University, the termination should occur only after University/College personnel have been notified in advance and a satisfactory resolution cannot be obtained.

In case the Intern is a walk-in candidate who directly applied to Baker Hughes, the Company may request the termination of the Internship arrangement by giving the candidate 2-day's notice.

Governing Law:

The provisions contained herein shall be construed and governed in accordance with the laws of India. The Courts at Mumbai shall have exclusive jurisdiction over matters contained herein.



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[Signature]

DocuSign Envelope ID: 70B27CCA-4088-4935-A5F8-13269D5826E6
0508 GE Oil & Gas India Private Limited
5F No 505 Chhatrapati Shivaji Road
Colaba-Mumbai-India
400006

Baker Hughes

Miscellaneous:

Miscellaneous
These terms and conditions constitute the entire agreement and understanding between the parties with respect to the internship. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the terms and conditions shall not be construed as a waiver of any provision or right. If any particular provision of the terms and conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the terms and conditions which shall remain in full force and effect. In case of any conflict between applicable laws and terms and conditions contained herein, the applicable law shall prevail.

Sincerely,

Eyas Oatanani
Human Capital & Technology HR Leader - MENATI
Baker Hughes

Ego Dele

November 25 2022

Signature

Date:

Acknowledgement and Acceptance:

This is to confirm: that I have read the Internship guidelines and I am fully aware of my roles and responsibilities during the Internship.

Dec 2019

Nov 27, 2022 | 07:42 EST

Signature

Date



Mr G



Congratulations! You have an offer!

Inbox



JPMorgan Chase &...

11/27/2022

to me ↗



Dear Rani Tibdewal,

Congratulations! We are pleased to offer you the position of 2023 Corporate Analysis Development Program - Academic Internship - Bengaluru. As a member of the team, your contributions will be invaluable as we continue to drive our business forward.

Please review the details of your employment offer and respond to the opportunity by clicking the 'Respond to Job Offer' button.

We understand that making the right career move is an important decision. If I can offer any further guidance, please let me know. We're excited to have you on our team!

[Respond to Job Offer](#)

Sincerely,

Gladwin Moraes
JPMorgan Chase Recruiting



See how far your thinking can go. jpmorganchase.com/careers



©2021 JPMorgan Chase & Co. JPMorgan Chase is an equal opportunity and affirmative action employer. Disability/Veteran.



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

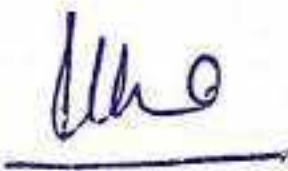
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



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J.P.Morgan

24-Nov-2022

Aditi Bagwe
12, Bhairav CHS, Tata Power Lane
Behind Kasturi Plaza, Ram Nagar, Dombivali East
-421201
THANE
Maharashtra
INDIA

Dear Aditi,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 26-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Global Risk & Compliance Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



Q30

Uma

B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave:

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



Udo

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions.

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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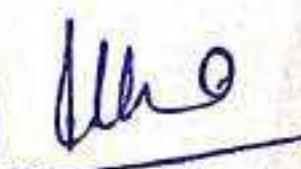
any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if

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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

John



John

940

J.P.Morgan

28-Nov-2022

Chetana Kamalkar
Azednagar
Andheri West
-400058
MUMBAI
Maharashtra
INDIA.

Dear Chetana,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 29-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer-generated communication and does not have a signature.



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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

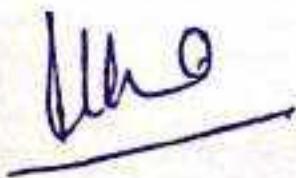
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



942

J.P.Morgan

24-Nov-2022

Sayali Ayre
New Link Road, Kandarpada, Dahisar West
C-702 Om Yogeshwar
-400068
MUMBAI
Maharashtra
INDIA

Dear Sayali,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



M. H. O

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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S1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5 Leave

B5.1 Annual Leave:

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice or termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

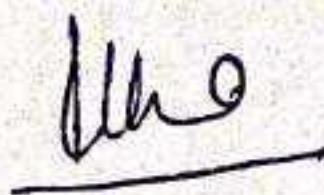
The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or

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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your Internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct, and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

- I am joining I will not trade in any of my Covered Accounts
1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
 2. I understand that the Firm has the right to request account information for any of my Covered Accounts
 3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations,

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India.
Telephone: +91-22-6157 3000 Facsimile : +91 22 5125 0000



The bank
for a changing
world



BNP PARIBAS

Strictly Private & Confidential

Sarvesh Jare

January 12, 2023

Dear Sarvesh,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 19, 2023 and ending on June 16, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.





Employment Offer Letter

22nd December 2022

Mr. Hitanshu Kishore Jain

Dear Hitanshu Kishore Jain,

We thank you for giving us the opportunity to meet with you, and discuss a possible employment opportunity with TransUnion Global Technology Center LLP. On the basis of our discussion, we are pleased to make you an offer to join us as Analyst, at a total compensation of INR. 800,000/- per annum.

Internal Job Title : Analyst
Career Band : P01
Career Level : Professional

This offer is subject to successful completion of your graduation program and fulfilling all pre-requisites to the satisfaction of the company. Your date of joining will be as mutually agreed.

You will be eligible for a one-time sign-on joining bonus totaling INR 100,000/- (less applicable tax /withholding requirements) payable in the first payroll after you join TransUnion.

In order to retain payout of this component, you must remain actively employed (not in notice period) by TransUnion, or its respective subsidiaries or affiliates, in your current role or in another role directly supporting the Global Technology Center initiative until you complete a tenure of 12 months.

For detailed break-up of the compensation, refer Annexure 'A'.

Please acknowledge your acceptance of this offer through an e-mail

Yours Faithfully,
For TransUnion Global Technology Center LLP

Anthony Vinod
Senior Manager, Human Resources



Annexure A

Components	Monthly (INR)	Annual (INR)
Basic Salary	22,885	274,615
House Rent Allowance	13,731	164,769
Conveyance Allowance	1,600	19,200
Leave Travel Allowance	2,861	34,327
Telephone Allowance	1,650	19,800
Medical Allowance	1,250	15,000
Other / Utility Allowance	10,489	125,873
Co. Contribution to Provident Fund*	2,746	32,954
A. Total Fixed Salary	57,211	686,537
B. Performance Bonus as per Plan**	5,721	68,654
Benefits		
Gratuity***	1,100	13,203
Medical Insurance	2,509	30,112
Personal Accident	125	1,495
C. Total Benefits	3,734	44,810
Total Cost to Company (A+B+C)	66,667	800,000

* Co. Contribution to Provident Fund – Employer contribution to the Provident Fund. Equal amount will be deducted from employee's payroll towards the PF.

** Performance Bonus as per Plan- Paid Annually (Eligible for the current year if joined on or before 30th September).



Uma

Deloitte

Deloitte Touche Tohmatsu India LLP
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May 18, 2023

Mr Imaz Chandiwala
Dudhwala Complex D wing 4th floor 401 opp city center mall mumbai central mumbai 8,
Mumbai
Maharashtra,400008- India

Contact No.: 9323242366

Dear Imaz Chandiwala

Congratulations and welcome to the family of Deloitte India.

You have made a favourable impression on us during the interview process! Further to this and based on the credentials you have presented, we are pleased to offer you employment as Consultant in the Risk Advisory function of Deloitte Touche Tohmatsu India LLP (Organization) based in Mumbai.

This letter (Offer Letter) provides you with details of your remuneration and the terms and conditions of your employment.

There are two schedules attached to and forming part of this Offer Letter:

- Schedule 1 – which sets out your remuneration and related particulars; and
- Schedule 2 – which sets out the terms and conditions of your employment with the Organisation.

Please bring along with you the original documents specified per list attached, to enable our talent team representative to complete the joining formalities.

Please sign a copy of this Offer Letter in acceptance and return it to us no later than 3 working days from the date of this Offer Letter. You will appreciate if we do not receive your acceptance within this period, our offer will stand withdrawn.

Post Office: One International Centre, Tower 3, 27th-32nd Floor, Senapati Bapat Marg, Elphinstone Road (W), Mumbai - 400013, Maharashtra, India. (LLP Identification No. AAE-1479)



Page 1 of 27

Deloitte.

Once again, everyone you have interviewed with, joins me in extending to you congratulations and warm regards. We look forward your joining our team, if you wish to discuss any detail of this offer please feel free to contact us. We look forward to your joining and having a great career with Deloitte, and contributing to making an impact that matters.

Authorised Signatory

Badari Narayana

Encl.: Schedules referred to above and the documents list.

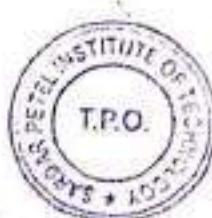
I accept employment with the Organisation on the terms and conditions set out in this Offer Letter, a copy of which I confirm I have received.

Name: Imaz Chandiwala

Signature: _____

Date of Signature: _____

Head Office: Infobells Finance Centre, Tower 1, 27th Floor, Sector 18, Noida, Uttar Pradesh (201301), India - 201301, 0120 4567890, 0120 4567890 (0120 4567890)



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Schedule 1

Offer Letter: Dated May 18, 2023 issued to Imaz Chandiwala (Employee)

1. Employee Related Particulars

Designation	Consultant
Career Level	Senior Exe
Business/Service Line	Risk Advisory
Employment Start date	July 3, 2023

* Shall be the date specified or such other date that at your request the Organisation may, at its sole discretion, agree in writing.

You shall receive an official invite with venue details before your date of joining to attend the Onboarding session.

2. Remuneration

2.1 Fixed Remuneration

Upon joining the Organisation, your total annual fixed Remuneration for the year is INR ₹750,000.00.

The break-up of the total annual fixed Remuneration shall be as set out at item 2.2 of this Schedule 1 below. The Remuneration shall be prorated if for part of an applicable period,

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2.2 Remuneration Structure (all amounts in INR)

Fixed Remuneration	Annual	Monthly
Basic	₹375,000.00	₹31,250.00
House Rent Allowance	₹150,000.00	₹12,500.00
Education Allowance	₹2,400.00	₹200.00
Personal Allowance	₹101,350.00	₹8,446.00
Work from home Allowance	₹15,000.00	₹1,250.00
Monthly Gross	₹643,750.00	₹53,646.00
Lunch Allowance	₹24,000.00	₹2,000.00
Organization's Contribution to PF	₹45,000.00	₹3,750.00
Total	₹712,750.00	₹59,396.00
Claimable Components	Annual Amount	To be Claimed
Reimbursement of Telephone Expenses	₹6,000.00	₹500.00
Leave Travel Allowance	₹31,250.00	₹2,604.00
Total Claimable	₹37,250.00	₹3,104.00
Total Fixed Remuneration [A]	₹750,000.00	₹62,500.00
Organisation's contribution towards wellbeing [B] (refer section 2.3 (a))	₹19,463.00	-
Gratuity [C] (refer section 2.3 (b))	₹18,038.00	-
Performance Incentive [D] (indicative) (refer section 2.4)	₹112,500.00	-
Indicative Cost to Company [A+B+C+D]	₹900,001.00	-

2.3 (a) Organisation's contribution towards wellbeing

This is an indicative annual amount that the organization invests towards your insurance and other wellbeing related benefits.

2.3 (b) Gratuity

This is an indicative annual amount based on the fixed remuneration as specified in section 2.2. The actual amount of gratuity shall be determined and become payable as per the



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applicable law.

2.4 Performance Incentive (indicative)

Subject to section 4.1, Performance Incentive as specified above in section 2.2 is the average Performance Incentive at your career level and the actual payout may be higher or lower basis your performance for the particular year. Also, this average amount is an estimate based on actual payouts over the last two years. Further, Performance Incentive is discretionary and dependent upon the employee's performance during the relevant year as well as the Organization's and business performance as assessed by the Organization's management. Where an employee has worked only for part of the assessment period, Performance Incentive will be prorated and shall be applicable on Total Fixed Pay as the basis for all calculation. Your performance will be formally assessed as a part of the Annual Performance Review process and the actual paid amount may be below or above the indicated range depending upon the organization, business and individual performance. The payment of Performance Incentive is also subject to applicable tax deductions and statutory levies and any changes in the employment laws from time to time.

2.5 Benefits

- (a) Medical Insurance Coverage: Employee & Employee's spouse, plus up to 3 dependent children. The insured amount for the persons covered will be in accordance with the Organisation Policy applicable at the relevant time.
- (b) Group Personal Accident Insurance Coverage: Applies only to Employee and does not cover the Employee's family. The insured amount will be in accordance with the Organisation Policy applicable at the relevant time
- (c) Life Insurance Coverage: Applies only to Employee and does not cover the employee's family. The insured amount will be in accordance with the Organisation Policy applicable at the relevant time.
- (d) Maternity Benefit: Where applicable, benefits will be as per the Maternity Benefits Act 1961 (as amended) and Deloitte's Maternity Benefit Policy.

3. General Terms and Conditions for Remuneration and/or Benefits

The following are the general terms and conditions that apply to the Remuneration and Benefits set out in this Employment Contract:



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3.1 Remuneration payable under the Employment Contract (including, for the avoidance of doubt, its structure or components or any of the benefits) are subject to Organisation Policy applicable at the relevant time(s). Any of these may from time to time be revised, modified or replaced by the Organisation.

3.2 Certain payments or benefits require that you must be in the employment of the Organisation at the time of payment. These will be either set out in this Employment Contract or as applicable under the Organisation Policy for such payments or benefits at the relevant time.

4. Clarification as to Remuneration and/or Benefits

Under the current Organisation Policy, the clarifications with respect to Remuneration and/or Benefits are set out below:

4.1 Performance Appraisal and Performance Incentive

The performance year under the current Organisation Policy is June through May of the immediately succeeding calendar year (Performance Year). Following a review of your performance during the performance years, as a part of the Organisation's performance appraisal process your fixed pay may be revised and/or a one-off (for the relevant year) Performance Incentive may be agreed to be paid. Candidates joining the Organisation after 1 March but before 31 May in a Performance Year will not be eligible for fixed pay revision and Performance Incentive in appraisal cycle for the Performance Year of joining.

The revision of your fixed pay and Performance Incentive are non-committed portions of the Remuneration and are dependent on the Organisation Policy, your performance

during that year as well as the Organisation's performance as assessed by the Organisation's management and will be prorated according to the tenure of your association with the Organisation during the performance year.

(a) Under the current Organisation Policy:

(i) Your fixed pay revision (where made) will:

(A) Be effective from June 1 based on your performance assessment if you join before March 1 of the preceding performance year.



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(B) Be applied to the fixed pay, and will be prorated according to the period spent with the Organisation during the performance year.

(b) Performance Incentive will be subject to the Organisation's performance and discretion. The Performance Incentive will be applicable for the performance year of the Organisation ending May 31st. In order to receive Performance Incentive, staff and practitioner must be an active Deloitte employee and not serving notice period or not resigned from the employment until the close of the working hours on the September 30th or the date of disbursement / payment of the Performance Incentive, whichever is later. Where the staff or practitioner has worked only for part of the assessment period and eligible for review of Performance Incentive, Performance Incentive will be prorated.

4.2 Telephone Reimbursement

Manager and below – If your remuneration structure offers reimbursement of telephone expenses, you can obtain reimbursement of expenses incurred on telephone and mobile against valid original bills (i.e. original bills for the period you are in employment with the Organization issued in your name within the same financial year in which the claim is made). Any amount that is not supported by valid original bills will be paid along with salary for March, subject to deduction of tax at source.

For Senior Manager and above - one mobile connection, registered in your name, and used as the primary means of work related communication expenses are reimbursed at actuals subject to approvals

4.3 Lunch allowance

If your remuneration structure offers lunch allowance, you will be paid INR 2000/-

per month as Lunch allowance. However, the employee has a choice to opt for 'Food Card', which will be subject to KYC norms and prevailing tax rules.

4.4 LTA (Leave Travel Allowance)

Leave Travel Allowance will be payable as per the Organisation Policy applicable at the relevant time.

4.5 Organisation's contribution towards Provident Fund (PF)



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The Provident Fund membership begins on the Employment Start Date, subject to the Employee joining the Organisation. Unless otherwise permitted by law, the Employee shall continue to be a member of the PF during the tenure of the Employee with the Organisation.

4.6 Parents or In-laws Medical Insurance Extension

If the Employee wishes, she or he may opt to include the employee's parents or parents-in-law under the floating group medical insurance policy by notifying the Organisation's human resource team within 10 days of the Employment Start Date. The Employee will have to bear and pay for the whole of the premium for such additional coverage from the Employee's own funds.

4.7 Annual Leave Entitlement

Under the current Organisation Policy, the annual leave entitlement is 22 working days per financial year (April through March). Where the Employee has not worked for the full financial year, annual leave will be prorated.

4.8 Work From Home allowance:

Work From Home allowance will be payable as per the Organisation Policy as applicable. This allowance will be payable similar to other salary components. The eligibility amount of allowance will be pro-rated from your date of joining till the end of the financial year i.e. 31st March.

Schedule 2

Employing Entity: The Deloitte Entity specified in the Offer Letter (we, our, us or Organisation)
Employee Name: The person named in Schedule 1 as employee (you, your or Employee)

Terms and Conditions of Employment

1. Your Employment Contract

1.1 You voluntarily agree to provide services to the Organisation as its employee in accordance with the Employment Contract and the Organisation Policy. Your employment with the Organisation is "at will"; either you or the Organisation may terminate it in accordance with this Employment Contract or Law.



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1.2 Your employment commences on the Employment Start Date set out in Schedule 1.

1.3 Your designation, position/career level, business and location at the Employment Start Date are stated in Schedule 1. The Organisation may change any of these from time to time by a written notice to you. If you do not report for work on the Employment Start Date, this Employment Contract will stand automatically withdrawn and cancelled, unless the Organisation expressly agrees otherwise in writing.

2. Employment Conditions

2.1 Medical Fitness

- (a) Your employment with the Organisation is at all times conditional upon your being medically fit to perform the services for the Organisation.
- (b) You agree to notify the Organisation in writing promptly if there is any change in your health condition that renders you medically not fit to perform your work for the Organisation.
- (c) The Organisation may at any time require you to undergo medical examination(s) by a medical practitioner of the Organisation's choice. You consent to the Organisation maintaining copies of the documents, reports and medical examination results and use them as necessary in relation to your employment with the Organisation. You acknowledge these records may continue to be maintained by the Organisation even after your employment ceases.

2.2 Background Verification

- (a) The Organisation has agreed to enter into this Employment Contract on the basis of the information provided by you. You affirm that each item of information provided by you: (i) for the purpose of seeking employment with the Organisation; or (ii) in the course of your employment with the Organisation; is substantially true, accurate and not misleading. The information referred to in this paragraph 2.2(a) is called Employee Information. You will without undue delay notify the Organisation in writing of any changes to the Employee Information.



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(b) While the Organisation may rely on your affirmation as to the veracity of the Employee Information, the Organisation reserves the right to have your Employee Information (including background) verified. For this purpose, you give your consent to the Organisation conducting verification checks whether by itself or through service providers and for sharing the Employee information with the persons involved in conducting the verification checks.

2.3 Compliance with Professional Standards and Law

Where your services comprise or include any professional services to which any regulatory or professional standards apply, you shall in the performance of your services under this Employment Contract, comply with all such standards. You will perform your services at all times in compliance with Law. Further, where you have been employed on the basis of your professional qualification and/or membership, your employment with the Organisation continues to be subject to your maintaining the necessary professional qualification and/or membership.

3. Probation (where applicable)

Under the current Organisation Policy, where probation becomes applicable to you, those joining the Organisation at the level of "Manager" or below will be on probation for a period of: (i) 3 months for Manager or Deputy Manager, (ii) 6 months for Assistant Manager or below, from the Employment Start Date. During the probation period, either you or the Organization may terminate your employment at any time for no cause by giving the other a prior written notice of 2 months. Unless you receive a written notification from the Organisation that your services are confirmed or that your probation period is extended (which may be up to a further 2 month period), your services will be considered terminated with effect from the day immediately following the end of the probation period.

4. Location, Work Hours, Etc.

4.1 Your current base is at the location specified in Schedule 1. You will present yourself to perform your work at the designated place that the Organisation may notify you from time to time. You may be asked to undertake work related travel or stay outside the city of your current base. Unless otherwise notified, you will generally be governed by the working hours, weekly off and holiday schedules applicable to your current base. The Organisation may by a general or specific written notice revise the working hours, holiday schedules, weekly off and other terms relating to your employment.



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4.2 You may avail of leave in accordance with the Organisation's Policy as applicable at the relevant time, subject to your obtaining necessary approvals. You will act reasonably in seeking leave of absence and will endeavour to minimize the impact of your absence on the Organisation's operations. Where practicable, you will avoid an overlap of your leave plans with those of others in your department, function or project.

4.3 The Organisation may ask you to go on 'gardening leave'. If that is the case, you will ordinarily not remain present at your designated place of work, unless the Organisation specifically requests you.

5. Transfer, Deputation, Etc.

The Organisation may depute you, or transfer or second your services to other Deloitte Entities or other third parties including Clients (Recipient Organisation). In any such case: (a) you shall, without limiting your obligation to comply with Organisation Policy comply with all applicable policies, codes and requirements of the Recipient Organisation (Recipient Organisation Requirements); and (b) you may be required to follow the working hours, weekly off and holiday schedules as followed by the Recipient Organisation during the period of such deputation, transfer or secondment. For the avoidance of doubt, Recipient Organisation Requirements include, without limitation, confidentiality, information security, ethics, health and safety requirements.

6. Remuneration

6.1 Your remuneration and benefits at the Employment Start Date as are set out in Schedule 1 (Remuneration). Your Remuneration is all that the Organisation must pay you for your performance of the Employment Contract (including your grant of rights in favour of the Organisation under this Employment Contract). Remuneration shall be prorated if for part of an applicable period. You are eligible for the relevant benefits forming part of the Remuneration only during the tenure of your employment with the Organisation. Unless otherwise expressly agreed to in writing by the Organisation, you must be in the employment of the Organisation to receive the relevant items of Remuneration at the time of remittance.

6.2 Non-committed or discretionary payments are not due to you unless for the applicable performance year or period the Organisation expressly agrees in writing to pay you. You acknowledge you may need to fulfil certain eligibility conditions as are applicable under the Organisation Policy in order to be eligible to receive certain non-committed or discretionary payments.



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6.3 Subsequently the Organisation may revise your Remuneration (including the Remuneration structure) by a written notification. Unless so revised, the latest Remuneration that the Organisation has agreed to pay you in writing will apply.

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6.4 At the time of payment of Remuneration, the Organisation may make the following deductions:

- (a) any amount that the Law requires the Organisation to deduct (including any taxes, statutory levies and imposts);
- (b) any amounts that you may owe the Organisation;
- (c) amounts set out in clause 10.3.

You expressly consent to these deductions, authorize the Organisation to make such deductions from payments to you, and acknowledge that the Organisation's making of such deductions do not operate as limitation of your liability or the Organisation's rights to recover the amounts due from you.

6.5 Your Remuneration includes all amounts, items and benefits that the Law requires the Organisation to pay you (Mandatory Payments). If Law changes subsequently requiring the Organisation to make any specific Mandatory Payments to you during the term of your employment, the Organisation shall be entitled to re-adjust the components of your Remuneration such that the Organisation's total outgo on account of your Remuneration (including the specific Mandatory Payments) for the applicable period remains unchanged.

6.6 Information about the terms of your employment including, especially, your Remuneration is confidential. You may not at any time directly or indirectly disclose your Remuneration information to anyone, except: (a) your reporting manager or the relevant partner or human resource team; (b) those who have a legitimate need to know with regard to your employment; or (b) to the extent you need to disclose in order for you to comply with law, regulation, or order of a judicial, statutory or other authority having jurisdiction over you.

7. Retirement or Other Benefits:

7.1 Where required by Organisation Policy or Law, you will be required to contribute to the retirement and other benefit scheme(s) in force at the relevant time. You consent to the Organisation deducting from your Remuneration all such contributions.

7.2 Where the Organisation has set up trust or arranged for retirement contributions to be managed by a trust (including those by government), you acknowledge that those benefits



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may only be claimed by you in accordance with the applicable scheme. To that extent, you discharge the Organisation as to payment of those parts of Remuneration.

West Olive Industrial Finance Center, Tower A, 2250 E 22nd Street, Sioux City, Iowa 51104, Telephone: (712) 223-1000, Mailing Address: P.O. Box 111, P.I.D. Identification No: AIAE-2460.

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8. Reimbursement of Business Expenses

8.1 The Organisation will reimburse you for expenses incurred by you for the Organisation's work, provided (a) you have obtained the Organisation's consent before incurring such expenses; and (b) you have complied with Organisation Policy for the business expenses.

8.2 The Organisation may at its discretion make an advance payment to you against proposed business expenses. You must properly account for (including by way of production of valid bills or other supporting documentation in respect of) the utilization of the advance payment within the time specified in the Organisation Policy. You authorize the Organisation to deduct from your Remuneration all advances that have not been properly accounted for by you.

9. Taxes

You will be solely responsible to account for your Remuneration and comply with all applicable tax laws in respect of your Remuneration, except that where Law requires the Organisation to deduct income tax and/or statutory levies, the Organisation will make such deduction and pay you the balance Remuneration. With respect to any such deduction, compliance with Law will operate as a discharge of the Organisation's obligation to pay the part of the Remuneration comprised in the deduction.

10. Organisation's Assets and Facilities

10.1 For performing your duties under this Employment Contract, the Organisation may during the term of your employment:

- (a) Provide you with, make available or give access to, property (including, without limitation, equipment, devices, vehicles, ideny cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Organisation or third parties it deals with (together, Organisation Assets); and
 - (b) Extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Organisation or third parties it deals with (together, Facilities).



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10.2 You may use each such Organisation Assets or Facilities only as necessary for you to perform work for the Organisation, unless in specific instances the Organisation expressly agrees otherwise in writing with you. You will comply with Organisation instructions with regard to use of them.

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10.3 You shall make good any damage to the Organisation Assets or Facilities or loss to the Organisation caused by you or due to your failure to take reasonable care of any of them. In addition to any other rights the Organisation may have, you authorize the Organisation to deduct from your Remuneration the costs of repairing, restoring or replacing the Organisation Assets and/or Facilities or the loss incurred by the Organisation due to such damage or wrongful use.

10.4 The Organisation may at any time ask you to stop using the Organisation Assets and/or Facilities and/or hand over control of any of them to the Organisation. You shall promptly comply with such instructions of the Organisation.

11. Term and Termination, Retirement

11.1 Your employment will continue to be in force until the earlier of: (a) your reaching your age of retirement or, if applicable, superannuation – in each case in accordance with Organisation Policy; (b) termination of this Employment Contract in accordance with the provisions of this paragraph 11.

11.2 The Organisation may terminate your employment:

(a) Forthwith, if at any time the Organisation becomes aware that any of your Employee Information is materially false or inaccurate or is invalid. In such a case, the Organisation may at its sole discretion: (i) consider your employment void right from the beginning (in which case you shall return promptly on the Organisation's demand all Remuneration paid by the Organisation to you); (ii) terminate your employment; and/or (iii) take such other lawful action as it may consider necessary.

Even if the Organisation exercises its rights under this Agreement, the Organisation's rights as relevant under paragraphs 6.4, 6.5, 7.2, 9, 10.3, 11.2(a), 12.4, 13, 14, 16, 17, 18, and 20 shall continue to be in full force and operate in favour of the Organisation.

(b) for no cause by giving you a prior written notice of at least 3 months or paying you proportionate Remuneration for any shortfall in such notice period.



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(c) forthwith if you: (i) breach Law and/or Organisation Policy; (ii) cause damage to the Organisation Assets or Facilities or loss to the Organisation; (iii) conduct yourself in a manner (or circumstance arise with regard to you) such that the Organisation, acting reasonably, considers it detrimental to its interest for you to continue in employment; (iv) cease to hold the necessary professional qualification and/or membership on the basis of which you were employed; (v) you are medically not fit to perform your work (where you have not remained present for work for a period exceeding an aggregate of 60 days in any calendar year for medical reasons, the Organisation may at its discretion deem that you are not medically fit to perform your work).

The Organisation is not obliged to pay you any Performance Incentive if the Organisation has terminated your employment in accordance with this paragraph 11.2(c) and you irrevocably agree to forfeit any such amounts.

11.3 You may resign from the Organisation's service by giving the Organisation a prior written notice of at least 3 months.

11.4 Where the Organisation considers necessary, the Organisation may suspend your employment by a written notice to you. You acknowledge this is in addition to any other right that the Organisation may have.

11.5 Promptly on the Organisation's request and in any case before ceasing to be the Organisation's employee, you shall: (a) return, handover or give effective control to the Organisation of: (i) all Organisation Assets and Facilities; and (ii) copies of Confidential Information; in each case, as have been entrusted to you or to which access has been provided to you or which are otherwise in your possession or control or which ought to have been in your possession or control; and (b) do a proper handover of the matters you were responsible for.

12. Conflict of Interest

12.1 You will devote your whole time and attention to your employment and work in a professional manner and at all times act in the Organisation's best interests. During the term of your employment, you shall not undertake or participate in any business, work, or



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other activity, including, without limitation, taking any role such as director, trustee, partner, etc., in any other entity whether or not for remuneration as may (in the Organisation's sole discretion) conflict, interfere or compete with the Organisation's interests or business.

12.2 You shall not divert to yourself or anyone other than the Organisation any business

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or benefit that is rightfully due to the Organisation or which you have become aware of only through your employment with the Organisation.

12.3 You understand that your actions may impact the Organisation's reputation. You shall therefore at all times act in ethical manner and take all reasonable care not to bring disrepute to the Organisation through your conduct.

12.4 During the term of your employment and for at least 1 year thereafter: (a) you shall not induce or encourage any employee, contractor or service provider of the Organisation to terminate their engagement with the Organisation; (b) you shall not solicit or entice away any employee, contractor or service provider to provide services to you or anyone nominated by you.

13. Confidentiality

13.1 For the purpose of this paragraph 13, Information means information not excluded by paragraph 13.3 below and which is contained in or comprising any: (a) concepts, ideas, tools, trade secrets; (b) technical, financial, professional, commercial and business information and plans; (c) software (including source codes), software applications (including what is commonly called "apps"), documentation, writings, computer outputs, data, diagrams, specifications, models, samples; (d) know-how, processes, methodology, flow-charts, designs, products, services, utility models, prototypes, proofs of concept, proprietary information or other information, including Intellectual Property, and other documents, information and material whether written or oral of a business, of whatever nature in any way concerning, pertaining to or connected with the Organisation or other Deloitte Entities or any Client or third parties that the Organisation may from time to time deal with.

13.2 You acknowledge that as between you and the Organisation, the Information belongs to the Organisation. You agree: (a) to hold the Information in complete confidence and not disclose any part of it to any third party except with the prior written consent of the Organisation; (b) not to use the Information for any purpose other than as necessary for you to perform your work for the Organisation; (c) to use reasonable effort to prevent unauthorized access or use of the Information; (d) not to remove from the Organisation premises any



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Information held in tangible form or on any storage system or equipment; (e) directly or indirectly copy or allow others to copy to any media the Information or otherwise take any such copy outside the Organisation premises, Systems or environment, except to the extent necessary for you to perform your work or as permitted by this paragraph 13.2; (f) to hand over to the Organisation on request and in any case immediately before you cease to be an employee, all copies of the Information held by you or in your possession in tangible form and where those are held in electronic form, you shall after handing over copies or control of them to the Organisation's nominee, irretrievably delete all copies of the Information if held by you.

Regd Office: Institute of Cost Accountants of India, Tower 3, 27th Floor, New Delhi House, 88/92, Institutional Area, Chanakyapuri, New Delhi - 110 022, Maharashtra India, C.I.P. No. A.M.E. 1342

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without retaining any copies in your possession, custody or control, whether electronic or otherwise, and will on our request sign an undertaking confirming such return/deletion at the time of cessation of your employment; (g) unless precluded by the relevant authority, promptly notify the Organisation both verbally and in writing upon becoming legally compelled to disclose any of the Information so that the Organisation may seek a protective order or other appropriate remedy. If such order or remedy is not available in time the obligation of confidentiality shall be waived to the extent necessary for you to comply with the law.

13.3 The confidentiality obligations set out in this paragraph 13 above do not apply to information which: (a) is, at the time of the disclosure or subsequently becomes, generally known to the public through no default of yours; (b) you can prove has become rightfully known to you from a third party otherwise than in breach of law or confidentiality obligations; (c) you are able to prove was lawfully in your possession prior to its disclosure by the Organisation; or (d) you can prove is independently developed or created by you without reference to the Information.

13.4 You agree that financial remedies may be inadequate for your breach of this paragraph 13. Accordingly, the Organisation shall be entitled to injunctions, specific performance or other equitable relief for any threatened or actual breach of this paragraph 13 by you.

14. Intellectual Property Rights

14.1 For the purpose of this paragraph 14:

(a) Intellectual Property means all materials and intellectual property and assets pertaining or belonging to the Organisation or created, invented, developed, collated or compiled by you. Without limitation, Intellectual Property includes mask work rights, rights in databases, moral rights and any other intellectual property whether or not any of it is capable of being registered as such.

(b) Intellectual Property Rights means copyright and future copyright and neighbouring



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rights, patents, trademarks, trade names, brands, brand features, trade dress, rights in designs (including registered designs and design rights), copyright (including rights in computer software and moral rights), database rights, rights in know-how and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, in each case whether registered or unregistered and whether or not capable of being registered, including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world now or in the future.

East Valley Industrial Business Center, Tower A, 27th & 28th Ave., Sun City, Sun City, Arizona - 85373, United States

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- 14.2 If in the course of your employment you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you: (a) will promptly make complete written disclosure of such Intellectual Property to the Organisation; and (b) acknowledge that all such Intellectual Property comprise "works for hire" or "works created in the course of employment" and in any case belong exclusively to the Organisation or its nominee.

14.3 You shall do all things necessary to ensure that all Intellectual Property Rights in the Intellectual Property created by you vest exclusively in the Organisation. Accordingly, without limitation, you shall do the following at the Organisation's request and expense: (a) execute necessary documents, declarations, waivers, or written communications (including, powers of attorney or letters of authority in favour of the Organisation and/or its nominees to make applications for registration of such Intellectual Property in the Organisation's name and/or enforcement of the Organisation's Intellectual Property Rights in the Intellectual Property); (b) join the Organisation (at its expense) in any action that the Organisation may take to perfect or enforce the Organisation's rights in the Intellectual Property (and you acknowledge that the Organisation will be exclusively entitled to retain the benefits of any such enforcement action).

14.4 The Organisation's Intellectual Property Rights in the Intellectual Property covered by this paragraph 14, shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph 14 survive any expiry or termination of this Agreement or cessation of your employment.

14.5 Subject to paragraph 11.2(a) the Remuneration set out in this Agreement includes the full consideration (present and future) for the Intellectual Property Rights in favour of the Organisation set out in this paragraph 14. Without limitation, there are no royalties or any other payments that are payable by the Organisation to you in relation to the matters set out in this paragraph 14.

14.6 With respect to the Intellectual Property vested in the Organisation under this paragraph 14, you shall not do anything that is inconsistent with this paragraph 14 or otherwise take



Mr G

Page 18 of 27

advantage of the legal possibility of staking a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property you waive all such rights to the fullest extent permitted by Law. To the extent Law does not permit such waiver, you undertake not to exercise your moral rights in a manner inconsistent with this paragraph 14.

15. Third Party Information and Property

You agree that in the course of your employment, you shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior

Reps. Office: 1000 N. Fairbanks Ct., 10th Fl., Chicago, IL 60610, Telephone: (312) 432-3000, Facsimile: (312) 432-3004, Telex: (847) 223-1212, E-mail: LEP.Deloitte@erols.com, www.deloitte.com

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written authorization of such employer, person or entity and the prior written consent of the Organisation. If you use or disclose any such confidential information or intellectual property without prior consent, and any of the Deloitte Entities become the subject of any claim from a third party regarding such unauthorized use or disclosure, you agree to hold harmless and indemnify the Deloitte Entities for any legal defence costs and/or damages related to any such claim. You acknowledge that in the event of a breach of this paragraph, in addition to any other rights that the Organisation may have, you may be subject to disciplinary proceedings.

16. Authorization to Access Systems and Electronic Communications

16.1 You understand that while employed with the Organisation, you will use and have access to the Systems. You also acknowledge that a Deloitte Entity has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose your Electronic Communications and information from (or about) you and the content, without notice to you, and that such Electronic Communications are considered part of a Deloitte Entity's business and records and are not to be considered private or personal to you or any other Personnel. You further acknowledge that this right extends to Electronic Communications transmitted for either a business or personal purpose. You agree that you are authorized to access the Systems only for approved business purposes and occasional personal use if such use does not interfere with your work responsibilities and other required business activities, business operations, or Systems performance. However, you also acknowledge that such occasional personal use does not create an expectation of privacy as to any of your personal Electronic Communications and, as such, are Deloitte Property. You further acknowledge that you are not authorized to use the Systems for personal gain or any illegal or unethical use.

16.2 You agree that under no circumstances are you authorized to access any of the Systems for the purpose of: (a) obtaining Deloitte Property for any third party not authorized by the Organisation (including, without limitation, competitor of a Deloitte Entity); (b) transmitting Deloitte Property to you (e.g., emailing Confidential Information to your personal email address) or to a third party for purposes other than furthering the business objectives of a Deloitte Entity; (c) transferring, storing or otherwise transmitting any Confidential



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Information to any cloud or other similar or technically or operationally equivalent storage which is not managed or administered by a Deloitte Entity. You are not authorized to access the Systems to download a Deloitte Entity's Confidential Information or other Deloitte Property to removable media such as a compact disk (CD), digital versatile disk (DVD), or thumb drive other than as authorized for furthering the business objectives of a Deloitte Entity. You agree, upon request from a Deloitte Entity that is based on its reasonable belief that (i) you may have Deloitte Property in electronic form in your possession, custody or control or (ii) you may not be in compliance with one or more professional requirements, rules, regulations, policies or practices applicable to the Organisation's employees, to allow a Deloitte Entity to inspect any of your personal or home computers, including smart phones, or tablet computers, or

Read Office Information Letter dated 10/10/2013 at [http://www.hhs.gov/ocr/oa/](#)

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any device, media or location capable of storing electronic data, to determine whether any Deloitte Property resides on such computers, devices, media or locations and to permit a Deloitte Entity to remove such Deloitte Property.

17. Organisation Policies | Law, Etc.

17.1 In the course of your work you shall comply with: (a) Law; and (b) all of the Organisation's codes, policies, rules, regulations and terms as applicable or amended from time to time (together, Organisation Policy). The Organisation Policy includes, without limitation, those on code of conduct and ethics; dress code; prohibition of insider trading; gifts, entertainment and hospitality; anti-bribery and corruption; policies set out in the Deloitte Policy Manual (DPM); and independence and managing conflicts. The Organisation Policy may be suitably communicated to employees through available mediums (including those via the Organisation intranet) and may be revised by the Organisation from time to time. To the extent of any conflict between this Employment Contract and any Organisation Policy, the stricter requirement in favour of the Organisation as between the two shall apply. Without limiting the generality of the foregoing, you especially acknowledge that since the Organisation provides professional services, independence and conflict checks are highly important and agree to comply with the Organisation Policy on independence (currently, DPM 1420) and prohibition on insider trading which currently require that:

- (a) You will use the Independence Monitoring System (whenever required as per the Organisation Policy on independence). You especially waive the right to privacy in relation to the use of the Independence Monitoring System, insofar as necessary to allow the system to operate effectively, and to allow inspection and monitoring of the information entered into it, limited to the extent not prohibited by Law.
 - (b) The Organization as a Deloitte Entity is required to comply with external regulatory and/or professional standards. In accordance with the same, as a condition to your joining the Organization and continued employment, you are required to complete a representation regarding your understanding of, and compliance with,



Page 20 of 27

independence and other matters, on a periodical basis, the details of which are provided in Section 1420 - Independence Policy of DPM. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question.

- (c) The representations made by you will be subject to an audit and may be reviewed by the Organization's representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to the employer's internal audit team. Please be assured that the Organization fully

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intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to the Organization to use the information provided by you for such purposes as provided in the policies.

- (d) The requirements of certain independence matters will continue to apply after you ceasing to be an employee in accordance with Independence Policy. In terms of these requirements, you need to obtain approval from the Organisation's Director of Independence (DOI) before accepting any employment relationship (including directorships) if the prospective employment relationship (including directorships) is with an audit client (including related entities of such audit client), till completion of one audit subsequent to the period, when you have rendered professional services to such audit client (including related entities of such audit client) and the audit report has been filed with the relevant regulatory authorities. You acknowledge this is to ensure compliance with the applicable cooling-off period independence requirements.

- (e) In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s), you may be subject to disciplinary action, including and up to termination of employment with the Organization.

- (f) The following restriction shall continue to apply to you after termination of employment:

- (g) To be in compliance with Organisation's Code of Conduct for Prevention of Insider Trading and the applicable insider trading regulations, you need to refrain from trading in the securities on any listed or proposed to be listed entity in relation to which you had access to Unpublished Price Sensitive Information and in respect of which the trading restrictions continue after the date of you ceasing to be the employee. Capitalised terms to have the meaning given to them in the applicable Organization Policy.



Page 21 of 27

(h) After your employment ceases, for the period which you hold capital balances in the Organization or receive any type of retirement benefit and/or termination payment from the Organization, whichever period is longer, you must notify and obtain prior written approval from DOI prior to accepting any new appointments or employment.

(i) In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s), you may be subject to disciplinary action, including and up to termination of employment with the Organization.

Regd. Office: India@Deloitte Finance Center, Tower 1, 27th Floor, 111 New, Nariman Point, Mumbai - 400 012, Maharashtra, India, G.L.P. Regd. No. AAE-5493

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(j) The following restriction shall continue to apply to you after termination of employment: You acknowledge and agree that without limiting your responsibility to comply with all applicable laws and regulations in general, it is your responsibility to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Regulations") and the LLP's Code of Conduct for Prevention of Insider Trading, both as amended from time to time, and in furtherance thereof, shall, amongst other things: (a) refrain from trading in securities of any listed / to be listed entity for which you are a connected person or in possession of or having access to unpublished price sensitive information or (b) procure or communicate or cause the procurement or communication of such information except where such procurement or communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. You acknowledge that these restrictions are also applicable mutatis mutandis to your immediate relatives.

For your immediate reference, the definitions of "immediate relative" and "unpublished price sensitive information" (as currently defined in the Regulations) are provided below: (Note: In case these definitions are amended by the Regulations, the amended definitions shall apply)

"immediate relative" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities".

"unpublished price sensitive information" means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and



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shall, ordinarily including but not restricted to, information relating to the following:

- (i) financial results;
- (ii) dividends;
- (iii) change in capital structure;
- (iv) mergers, demergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
- (v) changes in key managerial personnel; and
- (vi) material events in accordance with the listing agreements.* The above list is only illustrative and not exhaustive.

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17.2 You acknowledge it is your responsibility to: (a) understand the Law applying to your work and, where necessary, seek guidance from your manager or the Organisation management; and (b) update yourself of the Organisation Policy as applicable.

17.3 The Organisation may request you for your written acceptance of Organisation Policy or enter into specific agreements, undertakings, confirmation or declarations with respect to any of the Organisation Policy. You understand that these are only for record and regardless of your providing the Organisation with written acceptance, the Organisation Policy applies to you.

18. Personal Information and Sensitive Personal Information

18.1 In addition to paragraph 2.2, you authorise and permit the Organisation to share your personal information and, where required, sensitive personal information with other Deloitte Entities, Clients or any other third party as may be reasonably required for the purpose of or in connection with the conduct of the Organisation's professional business.

19. Changes, Declarations, Confirmation

You acknowledge that changes may be needed to this Employment Contract and/or the Organisation Policy depending on business and market needs from time to time. The Organisation may by a general or specific notice revise any of these.

At the time of commencement of your employment or thereafter the Organisation may from time to time request you to provide declarations, confirmations or representations as the Organisation



10/07/2007

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considers reasonably necessary in the circumstances. You will promptly comply with such requests.

20. Defined Terms and Interpretation

20.1 Unless opposed to the context, capitalised terms have the meaning given to them in this letter. Certain terms are defined below:

- (a) Client means, as the context requires, a current, past or prospective client of the Organisation.
- (b) Deloitte Entities mean member firms of Deloitte Touche Tohmatsu Limited (DTTL), a UK private company limited by guarantee and its network of member firms and their respective subsidiaries and affiliates (and where the context requires, their predecessors, successors and assignees), each of which is a legally separate and independent entity.

For further information about DTTL member firms, visit www.deloitte.com. Member firms of DTTL are not affiliated with each other. DTTL does not provide services to clients. DTTL is not responsible for the acts or omissions of its member firms. © 2008 Deloitte LLP. All rights reserved. GGP Identification No. AAD-2478.

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- (c) Deloitte Property means all property - whether tangible, intangible or otherwise - belonging or pertaining to or being lawfully in use, possession or control of a Deloitte Entity.
- (d) Electronic Communications means communications generated, created and/or transmitted in an electronic, digital or other similar form.
- (e) Employment Contract means, collectively: (a) these letter together with its schedules; (b) the Organisation Policy; any modification to any of these issued to you in writing by the Organisation expressly modifying the terms and conditions or particulars of your employment with the Organisation.
- (f) Law means, as relevant, all laws, regulations, industry practice and orders of a judicial, statutory or other authority that the Organisation is bound to comply with, including any revision, modification, re-enactment or replacement of any of them.
- (g) Personnel means any employee, contractor or other person engaged by the Organisation or another Deloitte Entity.
- (h) Systems means all systems, technology, equipment, software, solutions or other such items whether electronic or otherwise, of or pertaining to or in use by or on behalf of or for the benefit of: (a) Deloitte Entities (including, for the avoidance of doubt, Deloitte); (b) any client, supplier or other counterparty of any Deloitte Entities; whether or not owned by Deloitte Entities to which the Employee has access pursuant to or in the course of her or his Employment.



2008

A handwritten signature in blue ink, appearing to read "M. J. H. 2008".

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20.2 Interpretation

Where the context requires a reference to (a) one gender includes a reference to the other genders; and (b) singular includes a reference to its plural and vice versa.

By signing below, I accept employment with the Organisation on the terms and conditions set out in the Employment Contract and agree to be bound by them

Signature

Name Imaz Chandiwala

Date of Signature

Print Office Address: Floor C, 3rd & 4th Floor, Senapati Bapat Marg, Elphinstone Road (W), Mumbai - 400013, Maharashtra, India. LLP Identification No: AAD-3153

Deloitte

Deloitte Touche Tohmatsu India LLP
Mumbai
One International Centre, Tower 3, 27th-32nd Floor,
Senapati Bapat Marg, Elphinstone Road(W)
400013
Tel: +91 2261854000
Fax: 02261854001
www.deloitte.com

May 18, 2023

Mr Imaz Chandiwala
Dudhwala Complex D wing 4th floor 401 opp city center mall mumbai central mumbai 8,
Mumbai
Maharashtra,400008- India

Contact No.: 9323242386

Dear Imaz Chandiwala,

Sub: Annexure to your offer letter dated May 18, 2023

We refer to the offer of employment ("Offer letter") extended to you on May 18, 2023 for employment with Deloitte Touche Tohmatsu India LLP (hereinafter referred to as the "Organization"). In this regard, kindly note the following:



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1. In addition to remuneration mentioned in clause 2.2 of Schedule 1 of the aforementioned Offer Letter, you will be paid a one-time work from home allowance of INR 15,000 (Indian Rupees Fifteen Thousand only) (Allowance) over and above such remuneration.
 2. This Allowance is a one-time payment that will be paid along with your first month's salary and subject to applicable tax deductions and statutory levies, if any.
 3. The Allowance is being paid towards creating a productive remote working arrangement at your residence.

You may utilise this amount towards ergonomic workplace items such as a table, chair, laptop stand, backrest, etc., or technology accessories such as monitor, speaker, headphones, or any other relevant items.

This letter shall form an integral part of the Offer Letter and the Offer Letter stands amended to the extent mentioned above.

Save and accept as mentioned in this letter, all other terms, conditions and clauses of the Offer Letter remain unchanged and valid.

Post Office Box 600, Estelle City, Iowa 50625-0600, telephone 515-352-2111.

Deloitte

We look forward to a long and mutually beneficial association.

Accepted

Authorised Signatory
Badri Narayana

(Please sign and date your acceptance)

Imaz Chandivala



Page 26 of 27

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Page 27 of 27



Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai Maharashtra - 400 083
India

Phone +91 22 6718 3000
Fax +91 22 4718 3701
oracle.com/financialservices
CIN L72202MH1989TCC053066

Private & Confidential

07 April 2023

Ashish Jingar

Dear Ashish,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	346,500.00
B. Flexible Benefit Plan (FBP) **	423,500.00
C. Annual Gross Pay AGP (A+B)	770,000.00
D. Company's contribution to PF	41,580.00
Total Gross (C+D)	811,580.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits".

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of INR 309,525.16 toward relocation costs under the JAPAC and India Relocation Program. Please note that this

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amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of Interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Rahul Bhosle (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of Oracle Financial Services Software Limited



A handwritten signature in blue ink, appearing to read "Rahul Bhosle".

1033

Venkat

Venkatraman, H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. These documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

Offer letter for candidate Ashish Jingar

Candidate's response "Accepted" was recorded on April 07, 2023 02:45 AM Singapore

Electronically signed by Ashish Jingar on April 05, 2023

Electronically signed from 152.57.18.129



Uma

Private & Confidential**28 February 2023****Parth Lende**

Dear Parth,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle"). Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	346,500.00
B. Flexible Benefit Plan (FBP) **	423,500.00
C. Annual Gross Pay AGP (A+B)	770,000.00
D. Company's contribution to PF	41,580.00
Total Gross (C+D)	811,580.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits".

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of INR 309,525.16 toward relocation costs under the JAPAC and India Relocation Program. Please note that this

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1015

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of Interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Uday Pinto (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of Oracle Financial Services Software Limited



A handwritten signature in black ink, appearing to read "Rajesh", is written over the stamp.

Venkat

Venkatraman. H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



Uma

LTI Campus Internship <campus.internship@ltimindtree.com>
to mc LTI, Subhashtantikshetra, Aastha, Mithmukta@ltimindtree.com, Mumbai •

Dear Sahil Patel,

Greetings from LTIIndtree II

This e-mail is with regards to your application for an internship opportunity with LTIIndtree. Congratulations! Your internship has been finalized with our organization starting from Wednesday March 1, 2023. Further details of the internship are as follows:

Location	Arci Mumbai
Reporting Manager	Nishadav Avhind
Start date	Wednesday, March 1, 2023
End date	Friday, June 30, 2023
Suspend Payable	Rs 12000



WMO

Ref: LTI/HR/ T5498

To,

27-Mar-2023

Ms. Pooja Khismalrao
Airoli, Mumbai

Dear Pooja Khismalrao,

We are pleased to offer you an internship opportunity at LTIMindtree Ltd. The terms and conditions of this offer are as follows:

1.	Internship Duration	:	4 Months
2.	Project Commencement	:	01-Mar-2023
3.	Location	:	Airoli, Mumbai
4.	Stipend (per month)	:	12000
5.	Mentor	:	Mr. Madhav Avhad

While with us, you will be required to adhere to policies / practices of LTIMindtree Ltd. These policies will be shared with you before your project commences. You will be privy to classified information as a part of this Internship. We will require you to sign a non-disclosure agreement when your internship begins. Also, you may conceive newer and advanced methods to improve processes or systems during your internship; this will remain the sole property of LTIMindtree Ltd.

We are confident that you will enjoy your experience with us and that the learning you derive will be mutually beneficial.

Looking forward to seeing your expertise in action soon!

Thanking You,
For LTIMindtree Limited.,



Mr. Raaman V S
Global Operations HR - India

Please Note - Issuance of Internship Certificate is subject to the successful completion of offered internship duration. Intent to issue Internship certificate for trainee who do not complete the offered duration is at the sole discretion of LTIMindtree Ltd.

LТИMindtree Limited,

Formerly Larsen & Toubro Limited

Registered Office: I&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA

www.ltimindtree.com | Email info@ltimindtree.com | TEL: +91 22 27290000 MH/1996PLC104693

LTI

LTI Mindtree Limited, a subsidiary of Larsen & Toubro Limited





Uma

Job Offer with dentsu

Bhakthi Vishwanath from Ugam <notifications@ugamrecruiters.com>
to me ▾

Dear Mr. Thakkar,

I am pleased to offer you employment at Ugam for the Retail & Analytics IC Entry_Analyst position. We were very impressed with your candidacy, and we believe you will be a valuable addition to our team.

Should you accept this job offer, please plan to begin work on 29th June, 2023

I can be reached at bhakthi.vishwanath@ugamsplitters.com

(Please note that your employment will not be confirmed until we conduct a background check and other assessments). Pending on (this and) your confirmation of this job offer, we will send you a packet with additional details regarding your upcoming employment.

We look forward to welcoming you as the newest member of our team!

Sincerely,
Bhakthi Vishwanath

ETR

One attachment • Scanned by Gmail



offer letter 2022

11/28/22, 12:12 AM

Sardar Patel Institute of Technology Mail - Congratulations! You have an offer!



Pujan Soni <pujan.soni@spit.ac.in>

Congratulations! You have an offer!

2 messages

JPMorgan Chase & Co. Human Resources
 <eno.fa.sender@workflow.mail.us2.cloud.oracle.com>
 To: pujan.soni@spit.ac.in

Sun, Nov 27, 2022 at 11:59 PM



Dear Pujan Soni,

Congratulations! We are pleased to offer you the position of 2023 Corporate Analysts Development Program - Academic Internship - Mumbai. As a member of the team, your contributions will be invaluable as we continue to drive our business forward.

Please review the details of your employment offer and respond to the opportunity by clicking the 'Respond to Job Offer' button.

We understand that making the right career move is an important decision. If I can offer any further guidance, please let me know. We're excited to have you on our team!

[Respond to Job Offer](#)

Sincerely,

Gladwin Moraes
 JPMorgan Chase Recruiting

See how far your thinking can go. jpmorganchase.com/careers



©2021 JPMorgan Chase & Co. JPMorgan Chase is an equal opportunity and affirmative action employer. Disability/Veterans

<https://mail.google.com/mail/u/0/?ik=77e938c711&view=pt&search=all&sq=from%3Apujan.soni%40spit.ac.in> 1/2



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11/28/22, 12:12 AM

Sardar Patel Institute of Technology Mail - Congratulations! You have an offer!

Pujan Soni <pujan.soni@spit.ac.in>
To: komaleoni2016@gmail.com

Mon, Nov 28, 2022 at 12:05 AM

[Unlocked text field]
"

Pujan Soni
BTECH-ETRX

P +91-7039777377
E pujan.soni@spit.ac.in
Sardar Patel Institute of Technology
www.spit.ac.in



Mu

<https://mail.google.com/mail/u/0/?k=77e038c711&view=pl&search=all&permuid=thread-1%3A1750675018263375457&simpl=msg-f%3A1750675018...> 2/2

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STRICTLY PRIVILEGED & CONFIDENTIAL

14th September 2022

Mr Param Mehta,

Re: Letter of Employment/Appointment

Dear Param,

We are pleased to offer you a position with **Saiher Supply Chain Consulting Private Limited**. Representing OMP in India (hereinafter defined as the "**Company**"). The terms and conditions of your employment with us will be as under:

1. DESIGNATION AND DEPUTATION

Your designation will be **Associate Consultant** in the company. You will initially be based at our **Mumbai office**. You will be required to travel as per business needs..

2. EMPLOYMENT AND REMUNERATION

2.1 Date of Joining

Your joining month with the Company will be on or before **July 2023**. The terms of employment shall commence from this month/date itself.

Internship will commence from January till June 2023 (Stipend 30k pm)

2.2 Remuneration

Your Annual Total Employee Cost to Company will be **7,50,000/- (Seven Lakh Fifty Thousand Only)** per annum. This will be suitably structured in line with company policy.

3. TAX AND BENEFITS

3.1. Tax

The Company, in accordance with the applicable laws of India including the Income Tax Act, 1961, will deduct taxes at source on your remuneration.

3.2. Working Hours & Duties

The Employee who has been employed will be required to work 5 days a week for 8 hours a day i.e. from



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Sather Supply Chain Consulting Pvt. Ltd

55-
Noon to 21:00 hrs from Monday to Friday (including break for the duration of 1 hour each day). The Employee may be required to work beyond the normal working hours to discharge his/her duties at the sole discretion of the Company. The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

You are eligible for Twenty Four (24) days of paid leaves and maximum of five (5) days of paid sickness leaves, as per your role, per year on pro-rata basis at the sole discretion of the Company. Unutilised leave up to 9 days can be carried forward to the next year. Any leave balance beyond 9 days at the end of the year would lapse.

4. PROBATION

- 4.1. You will be on probation for a period of **six (6) month** from the date of joining.
- 4.2. During this period your services may be terminated at any time by giving one (15) days' notice in writing or by paying one (15) days gross salary in lieu thereof.
- 4.3. Your probation period may be extended at the Management's discretion in the event your performance/conduct is judged to be below acceptable standards.
- 4.4. An employee on probation can resign subject to the approval by the competent authority, after giving one (1) months' notice in writing or by paying one (1) month's gross salary in lieu thereof. If employment has been confirmed after satisfactory completion of probation, you will have to give a notice of two (2) month(s), in writing or two (2) month(s) gross salary in lieu thereof.
- 4.5. After confirmation, your services may be terminated by the company giving two (2) month(s) notice in writing or by paying two (2) month(s) gross salary in lieu thereof.
- 4.6. The notice period of one (1) month / two (2) months, as may be the case, can be reduced / waived by the Managing Director at his/her discretion, at adjustment of leaves not availed.

5. TERMINATION

- 5.1. Upon confirmation of the employment, either party may terminate the agreement by giving two (2) months' notice or salary in lieu of the notice period.
- 5.2. The Company reserves the right not to give any reasons for termination.
- 5.3. Notwithstanding anything to the contrary, the Company shall have the right to terminate this agreement and the employment with the Company for cause. For purposes of this agreement, the term "cause" shall mean:
 - a) Any breach of obligations under this agreement.
 - b) Fraud, theft, or gross malfeasance, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement, or misappropriation of assets.
 - c) Violation of his/her obligations to the Company, including, without limitation, conduct which is inconsistent with the employee's position and which results or is reasonably likely to result (in the opinion of the Company) in an adverse effect (financial or otherwise) on the business or reputation of the Company or any of its subsidiaries, divisions, or affiliates.
 - d) Failure, refusal, or neglect to perform his/her duties contemplated herein within a reasonable period under the circumstances after written notice from the Company, describing the alleged breach and offering a reasonable opportunity to be heard.
 - e) Repeated violation of any of the written work rules or written policies of the Company after written notice of violation served to the Employee.
 - f) Breach of standards adopted by the Company governing professional independence or conflicts of interest.
- 5.4. Upon termination of his employment, the Employee shall not retain or make any copies (electronic or otherwise) of any document, item or any property belonging to the Company or its clients and duly return the same to the Company.



A handwritten signature in blue ink, appearing to read "Mr. S". A horizontal line extends from the end of the signature across the page.

Saiher Supply Chain Consulting Pvt. Ltd

- 5.5. If the employment of the Employee is terminated for cause, the Company shall not be obligated to make any further payment to the Employee (other than accrued and unpaid base salary and commissions and expenses to the date of termination) or continue to provide any benefit (other than benefits which have accrued pursuant to any plan or by law) to the Employee under this Agreement.

6. THE COMPANY'S POLICY MANUAL

You shall agree and undertake that you shall be bound by all the policies of the Company including the policies documented in the policy manual, adopted or to be adopted by the Company, and as may be amended from time to time.

7. NON - SOLICITATION AND NON-COMPETE

- 7.1 Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of the Company, and the Company shall be entitled to all the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee.
- 7.2 The Employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to that of the Company or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of Employee's money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee's right to invest Employee's money in real estate.
- 7.3 The Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, the Company and the Employee stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Company, and the Company's goodwill, and that any breach of the terms of this section shall be a material breach of this agreement.
- 7.4 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.5 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.6 Employee agrees that this non-competition section is necessary to protect Employer's business, and that Employee's violation of this section would result in irreparable harm to Employer. In the event Employee breaches this non-competition provision, Employer shall be entitled to injunctive relief in addition to any other remedies legally available. This non-competition provision shall survive termination of this Agreement and shall be legally enforceable pursuant to law.



Mr. [Signature]

Saiher Supply Chain Consulting Pvt. Ltd

8. CONFIDENTIAL INFORMATION

You acknowledge that during the course of your employment with the Company, you will have access to Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential valuable property are critical to the Company and/or Affiliates and/or such third parties for its business.

You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

9. INTELLECTUAL PROPERTY

You acknowledge and agree that your Contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of your Contribution to the business of the Company, however and whenever produced (whether by you or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creation and any copies thereof returned to the Company upon termination of your employment for any reason.

We hope that the discussed and thus proposed terms and conditions as provided in this letter are acceptable to you. Please feel free to contact the Human Capital Management, if you further wish to discuss any of the above.

10. OTHER EMPLOYMENT

During the employment with the Company, the employee will not accept any other form of employment or engage in any other business activity without the prior written consent of the Company.

10. RETIREMENT AGE

The Employee will attain retirement at 60 yrs. This may be extended beyond the age of 60 years at the discretion of the Company.



A handwritten signature in blue ink, appearing to read "M. H. O".

Saiher Supply Chain Consulting Pvt. Ltd

Your Salary Structure is as follows:

Components	Monthly	Yearly
Basic	18958	227500
HRA	9479	113750
Conveyance Allowance	2083	25000
Medical Allowance	2083	25000
EPF Employee	2275	27300
EPF Employer	2275	27300
Communication Allowance	2500	30000
Special Allowance	14513	174150
Total (A) Fixed	54167	650000
Joining Bonus (One time payout) (B)	0	50000
Yearly Bonus (Performance based Variable) (C)	0	50000
Total CTC (A+B+C)	62500	750000

***You will be eligible for one time bonus of amount Rs 50,000 less applicable taxes and deductions , to be payable at the time of joining . If the employment is terminated by the executive or by the company within a year following the commencement date of this agreement , the executive will be required to refund the same.

- Note : In addition to the above , you will also be eligible for Gratuity calculated @4.81% of basic salary per annum (As per Gratuity Act , 1972) after completion of 5 years.
- You and your immediate family would be covered under the group Mediclaim and personal accident insurance .
- Retention Bonus of INR (10 %of ctc) will be paid to you upon a completion of your 2 years and (25% of CTC) will be paid to you on completion of 5 years in the company.
- The payout will be subject to
 - you not being subjected to any disciplinary actions or should not have received any warning from management
 - you achieving a performance evaluation of "Satisfactory" or above in the performance appraisal prior to completion of 2 years and 5 years of service,

Please note** Incase of an unfavorable reference check this letter stands cancelled/withdrawn automatically without any notice or communication to you.

For Saiher Supply Chain Consulting Private Limited.



Authorised Signatory

I have carefully read and understood the terms and conditions state in the letter of appointment and here by confirm my acceptance.

Signature :



Date:

M. H. O

1028



S.P.I.T. TPC 15/10/2022

to me ▾



Hello Tejal

This is to inform you that this offer by AXIS Bank is for full time Placement and NO Internship. PFA the CTC structure for the same.

Regards

Show quoted text



Axis Bank CTC2.pdf



Tejal Dadas 15/10/2022

to S.P.I.T., bcc: kajaldadas149 ▾



I accept this offer.

Show quoted text



← Reply

↔ Reply all

→ Forward



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

John



M. M. S.

J.P.Morgan

24-Nov-2022

Pushkar Sutar
14/1101, Amaranth, Sector 9E
Plot 4, Kalamboli
410218
NAVI MUMBAI
Maharashtra
INDIA

Dear Pushkar,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in blue ink, appearing to read "Uma", is placed over a thick blue arrow that points from the left towards the right.

Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfil your duties.

A4. Stipend

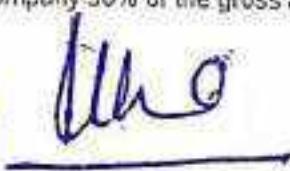
Your stipend will be INR 60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR 85000 ("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the Internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your Internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave:

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



A handwritten signature in blue ink, appearing to read "Umesh".

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship;
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of Internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



A handwritten signature in blue ink, appearing to read "M. S. Mehta".

B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



A handwritten signature in blue ink, appearing to read "M. S." followed by a stylized line.

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden-leave.



A handwritten signature in blue ink, appearing to read "Mu", is written over a horizontal blue line.

B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



A handwritten signature in blue ink, appearing to read "Uma", is written over the stamp.

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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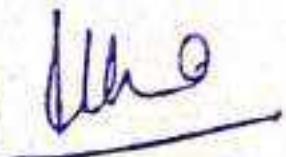
any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if

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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

(a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

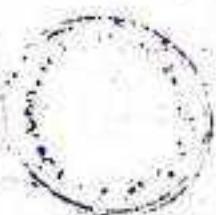
APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



Uma -
10/01

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts.
2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

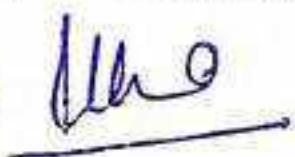
Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf

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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

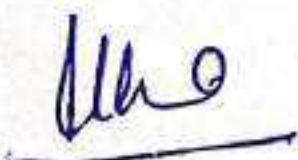
I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

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1044

J.P.Morgan

13-Mar-2023

Manas Tiwari
Plot no 268, Flat no 203, Sahil Apt
Shere Punjab Andheri East
-400093
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Manas Tiwari,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212 552 5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 24-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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SHUBHAM SAWANT

Congratulations on your Offer | Contact Points for Query

CAMPUSRELATIONS_OFSST_IN <campusrelations-ofsst_in@oracle.com>

To *

Dear Candidate,

Greetings from Oracle Campus Recruitment Team!

Congratulations on your offer with Oracle. Please note below few important points once you get the Offer and BGU mail. In case you haven't got the Offer/BGU mail yet please wait as offers are released in lots and you will get it soon.

- Please accept and complete the offer acceptance tasks immediately

- In case of any issues in offer acceptance and tasks submission, please write an email to offers@oracle.com along with error screenshot
- You might have already received the tentative start date email. In case of any start date changes please reach out to your recruiter on campusrelations-ofsst_in@oracle.com and do not request start date changes with your manager or any other stakeholders, for any other clarifications until joining please reach out to your recruiter only
- You will be receiving an email to submit the documents for background verification. Please do submit immediate, incase of any issues with log in please send an email to background@oracle.com
- Reference id can be found in the offer letter/ offer extension email

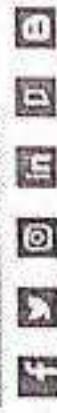
Please do feel free to write to us for any support or reach out to us through your placement office team for anything that requires immediate attention.

Best Regards,
JPAC Campus Recruitment Team, India

ORACLE

Create the future with us

Join the Oracle Talent Network



Wing



Shilpa Shetty - shilpashetty@fb.com
To Attach the Acronym -

Hi Team,

Based on the discussion we had with the candidates, please find below the candidates you wish to evaluate over.

S No	Category	Name	Email Id	Gender
1	Intern	Mukundan Ravali	mukundan.ravali2023@fb.com	Male
2	Intern	Srinivasan Mukundan	srinivasan.mukundan2023@fb.com	Male
3	Intern	Yash Srivastava	yash.srivastava2023@fb.com	Male
4	Intern	Ayush Kharote	ayush.kharote2023@fb.com	Male
5	Intern	Sneha Marjan	sneha.marjan2023@fb.com	Female
6	Intern	Ruchi Mehta	ruchi.mehta2023@fb.com	Male
7	Intern	Karan Khan	karan.khan2023@fb.com	Male
8	Intern	Sumeet Duttibose	sumeet.duttibose2023@fb.com	Female
9	Intern	Diksha Renn	diksha.renn2023@fb.com	Male
10	Intern	Tanish Agarwal	tanish.agarwal2023@fb.com	Male
11	Intern	Kapilash Hemigam	kapilash.hemigam2023@fb.com	Female
12	Intern	Madhura Chakre	madhura.chakre2023@fb.com	Female
13	Intern	Ruchit Deepak Bawankar	ruchit.bawankar2023@fb.com	Female

S No	Category	Name	Email Id	Gender
1	Grad	Kazdisha Mitali	kazdisha.mitali2023@fb.com	Male
2	Grad	Yash Bhatia	yash.bhatia2023@fb.com	Male
3	Grad	Arba Arvind Vaidya	arba.arvind.vaidya2023@fb.com	Male
4	Grad	Manni Virk	manni.virk2023@fb.com	Female
5	Grad	Mukta Bhagatwani	mukta.bhagatwani2023@fb.com	Male
6	Grad	Pulkit Singh Chauhan	pulkit.singh.chauhan2023@fb.com	Male
7	Grad	Sarita Verma	sarita.verma2023@fb.com	Male
8	Grad	Aditi Prakash	aditi.prakash2023@fb.com	Female

Please confirm on the offer acceptance. These candidates will be expected to undergo a background verification process when we shall be announcing them in July 2023. Thanks for all your support in conducting the process today.

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302,121 144

India Campus SEP Recruitment - India campus recruitment@jpmchse.com
101 Campus Recruitment, P.O. Box No. 400, Mumbai, Maharashtra, 400001

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We are very impressed by their select, performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a memo offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate into various roles, and be mentored working the box for their clients. They will be joining others that are committed to the continued growth of our employees through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	College
Akashika	Dipika	akashika.dipika23@gmail.com	Karunya Institute of Technology
Anitha	Tell	anitha.tell@gmail.com	Karunya Institute of Technology
Gokul	Ramana	gokul.ramana2020@gmail.com	Karunya Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karunya Institute of Technology
Archita	Gobinda	archita.gobinda@gmail.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney12@gmail.com	Karunya Institute of Technology
Kiranma	Thilina	kiranma.thilina@gmail.com	Karunya Institute of Technology
Shakti	Pratik	shakti.pratik23@gmail.com	Karunya Institute of Technology
Vedanth	Fajri	vedanth.fajri12@gmail.com	Karunya Institute of Technology
Waldi	Bishwajeet	waldi.bishwajeet@gmail.com	Karunya Institute of Technology
Harshit Kaur		harshit.kaur1999@gmail.com	Karunya Institute of Technology
Neha	Thakur	nehathakur10@gmail.com	Karunya Institute of Technology
Fifteen			

name	services	email@berkeley.edu	where a user account is occurring
Ike	Money	computer2@berkeley.edu	Santa Cruz Institute of Technology
Mary	Thaler	claire.mary.thaler@gmail.com	Santa Cruz Institute of Technology
Manish	Suhani	manish.suhani@gmail.com	Santa Cruz Institute of Technology
Tessell	Ella	tessell.ella201@gmail.com	Santa Cruz Institute of Technology
Will	Raghavan	will@berkeley.edu	Santa Cruz Institute of Technology
Yannikoski		yyannikoski10@gmail.com	Santa Cruz Institute of Technology
Monika	Thaler	monika.thaler@gmail.com	Santa Cruz Institute of Technology
James	Lindita	james.lindita@gmail.com	Santa Cruz Institute of Technology
Miller	Bogachuk	miller.bogachuk@berkeley.edu	Santa Cruz Institute of Technology
Loren	Dunai	loren.loren123@gmail.com	Santa Cruz Institute of Technology
Karla	Horne	karla.horne11@gmail.com	Santa Cruz Institute of Technology
Dilek	Akay	dilek.akay@berkeley.edu	Santa Cruz Institute of Technology
Peter	Bruckenstein	peter.bruckenstein@berkeley.edu	Santa Cruz Institute of Technology
Mason	Avila	mason.mason10@gmail.com	Santa Cruz Institute of Technology
Julia	Chandran	julia.julie.chandran@gmail.com	Santa Cruz Institute of Technology
Eric	Shark	eric.ericshark@gmail.com	Santa Cruz Institute of Technology
Yihui	Falgout	yihui.falgout1@gmail.com	Santa Cruz Institute of Technology
Matthew	Gott	matthew.gott10@gmail.com	Santa Cruz Institute of Technology
Mathilde	Horn	mathilde.mathilde10@gmail.com	Santa Cruz Institute of Technology
Reza	Lee	reza.reza10@gmail.com	Santa Cruz Institute of Technology
Julian	Lee	julian.lee10@gmail.com	Santa Cruz Institute of Technology
Julian	DeRose	junior.deRose@berkeley.edu	Santa Cruz Institute of Technology
Eric	Peri	erich.peri@gmail.com	Santa Cruz Institute of Technology

Additionally, we would like to hear your reported information about this info:

Position	REP
Institute/joining month (your changes)	Jan-August
Fixed Pay	\$94,140,000 per annum
Don't know/NA	\$94,140,000



We must like to assure you, the tax committee respects the following (base & Co.)

As you may know, the selection process is extremely competitive. We must therefore to evaluate a limited pool of candidates that you and the agency include truly stand out as exceptional. We will try, as much as possible, to make sure that the final group is well balanced and representative. This will be expressed by their final grade and classification, based on their performance during their interview. Those identified in the above mentioned candidates will receive a written offer to join the FPA in CDS, USA, Germany & France (date is on January, 2024).

In this process, they will have the opportunity to meet with a selected committee that is committed to ensuring the best for both the four states. There will be issued a form that is connected to the continued growth of its experience through refresher training and development programs. All participants in the interview will be asked if they are willing to complete the pre-employment screening and decide to join the FPA.

Roll Number	First Name	Last Name	Final Grade
0009529001	John	Chavez	Bachelor
0009529002	Adriana	Diaz	Bachelor
0009529004	Albert	Espino	Bachelor
0009529006	Audrey	Fernandez	Bachelor
0009529007	Brendan	Garcia	Bachelor
0009529009	Carmela	Agosto	Bachelor
0009529004	David	Gomez	Bachelor
0009529005	Kandise	Jimenez	Bachelor
0009529006	Frank	Jerry	Bachelor
0009529007	Mark	Leiva	Bachelor
0009529007	Martinez	Lopez	Bachelor
0009529009	Natalie	Gonzalez	Bachelor
0009529009	Pedro	Roger	Master
0009529009	Rosario	Barrientos-Gomez	Master

Jury, Appendix #2 consists of 12 alternates
in Miami, and Plaintiff, Attorney, SCAZ, and Plaintiff's Health Advisor, Attorney,
ES, Esquire.

We must like to assure you, the jury continues to support its findings (Phase A & C).

As you may know, the selection process is extremely competitive. We must therefore, to maintain a balanced panel of candidates that you and the injury victims truly reflect and are representative. We will try, as specified by their medical documents and qualifications, based on their performance during their interview. Those identified for inclusion in the below recommended candidates will receive a written offer to join the Panel in CJA, ADA, Standing & Prothonotary roles in our Appellate Section (2025).

In this process, they will have the opportunity to meet with a selected, independent panel that is committed to ensuring fair treatment for both the injury victims. There will be no cost to them other than a commitment to the continued growth of an experienced litigator network and the development of our program. All information is to be held in strict confidence if they successfully complete the prequalification interviewing and decide to join the Panel.

ID#	First Name	Last Name	Role
0009529001	Ashley	Chavez	Banking
0009529002	Anastasia	Diaz	Banking
0009529004	Alyssa	Espinosa	Banking
0009529006	Audrey	Fernandez	Banking
0009529007	Bethany	Gomez	Banking
0009529008	Cynthia	Agosto	Banking
0009529009	Danielle	Garcia	Banking
0009529010	Kandise	Izquierdo	Banking
0009529011	Kaylah	Jerry	Banking
0009529005	Elizabeth	Santos	Banking
0009529012	Hannah	Hahn	Banking
0009529003	Juliana	Gonzalez	Banking
0009529000	Kayla	Ortiz	Banking
0009529001	Kayla	Perez	Banking
0009529009	Kayla	Rodriguez	Banking
0009529008	Kayla	Santos	Banking

Wed Jul 26 2000, 8:22 PM

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• 41 Terms

We would like to thank you for your continued support to IB Mergers Class B Co.

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates. Your interview and the behavior students truly visualized in your application. We were very impressed by their energy, performance and qualifications. Thank you for your performance during their interview. You definitely fit the profile. The below mentioned candidate will receive a written offer to join the firm as Corporate Associate Development Program in Academic Year 2023.

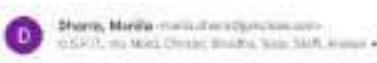
In this position, they will have the opportunity to work with a talented, collaborative team that is committed to driving the future of Data Science. They will be part of a team that is committed to the continued growth of its employees through robust training and development programs. We look forward to this continued leadership and strive for success! Please complete the application at [https://www.surveymonkey.com/r/2ZL2H](#).

Roll Number	First Name	Last Name	Email ID	Category	Program
2022-05	Ashwin	Somanath	ashwinstomanath@gmail.com	STFT	CADD
2023-06	Bharathi	Vedanthan	bharathi.vedanthan@cmu.edu	STFT	CADD
2022-05	Chaitanya	Kumarulu	chaitanya.kumarulu@cmu.edu	STFT	CADD
2022-06	Eduardo	Fidal	eduardo.fidal@cmu.edu	STFT	CADD
2022-06	Dewankar	Rishabh	dewankar.rishabh@cmu.edu	STFT	CADD
2022-06	Shubham	Puri	shubham.puri@cmu.edu	STFT	CADD
2022-06	Siddhant	Patel	siddhant.patel@cmu.edu	STFT	CADD
2022-06	Soham	Hoskote	soham.hoskote@cmu.edu	STFT	CADD

ID#	First Name	Last Name	Email ID	Category	Program
2.022-08	Aldara	Santos	298749023861@smail.com	SPO	CADP
2.022-08	Brielle	Wentz	298749023862@gmail.com	SPO	CADP
2.022-08	Clinton	Klassen	298749023863@gmail.com	SPO	CADP
2.022-08	Clyde	Paul	298749023864@gmail.com	SPO	CADP
2.022-08	Diamond	Kaiyah	298749023865@gmail.com	SPO	CADP
2.022-08	Elaine	Paul	298749023866@gmail.com	SPO	CADP
2.022-08	Emilia	Shane	298749023867@gmail.com	SPO	CADP
2.022-08	Fayah	Isaac	298749023868@gmail.com	SPO	CADP
2.022-08	Zayn	Dakota	298749023869@gmail.com	SPO	CADP
2.022-08	Kayla	Chloe	298749023870@gmail.com	SPO	CADP
2.022-08	Olivia	Shayna	298749023871@gmail.com	SPO	CADP
2.022-08	Umar	Julian	298749023872@gmail.com	SPO	CADP

Additionally, we would like to cover some important information about the city:

Total active pricing records	766,077
Spaced	DNB \$1,000 per month
One-Time Education Allowance	DNB \$2,000



Hi Team,

We would like to thank you for your continued support of Morgan Chase & Co.

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates this year and for both students truly identified by the department. We were very impressed by their overall performance and qualifications. Thank you for their performance during their interview. I am delighted to let you know that the below mentioned candidates will receive a formal offer to join the firm in Corporate & Investment Banking Program in Academic Year 2023.

In this position, they will have the opportunity to work with a talented, collaborative team that is committed to doing whatever it takes for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. We look forward to their continued leadership and strive for them to successfully complete the pre-employment activities and demands for the firm.

Roll Number	First Name	Last Name	Email ID	Country	Program
2022-06	Adams	Sophia	sophia.adams@gmail.com	SPOT	CADP
2022-06	Bharati	Vedavivek	vedavivek.bharati@gmail.com	SPOT	CADP
2022-06	Chaturi	Kamlesh	kamlesh.chaturi@gmail.com	SPOT	CADP
2022-06	Dave	Frida	frida.dave@gmail.com	SPOT	CADP
2022-06	Dewitt	Rishabh	rishabh.dewitt111@gmail.com	SPOT	CADP
2022-06	Haadi	Natali	natali.haadi@gmail.com	SPOT	CADP
2022-06	Hudson	Mosha	mosha.hudson@gmail.com	SPOT	CADP

ID#-Name	First Name	Last Name	Email ID	Category	Program
2.022-08	Aldara	Santana	298749023861@smail.com	SPO	CADP
2.022-08	Brielle	Wentz	298749023862@gmail.com	SPO	CADP
2.022-08	Clinton	Klassen	298749023863@gmail.com	SPO	CADP
2.022-08	Cloe	Ford	298749023864@gmail.com	SPO	CADP
2.022-08	Diamond	Kaiyah	298749023865@gmail.com	SPO	CADP
2.022-08	Mia	Ford	298749023866@gmail.com	SPO	CADP
2.022-08	Odeon	Shane	298749023867@gmail.com	SPO	CADP
2.022-08	Piper	Haus	298749023868@gmail.com	SPO	CADP
2.022-08	Rae	Dakota	298749023869@gmail.com	SPO	CADP
2.022-08	Riley	Chayenne	298749023870@gmail.com	SPO	CADP
2.022-08	Winter	Skylar	298749023871@gmail.com	SPO	CADP
2.022-08	Yara	Palmer	298749023872@gmail.com	SPO	CADP

Additionally, we would like to cover some important information about the city:

Total active pricing records	76,027
Spaced	DNB \$1,000 per month
One-Time Education Allowance	DNB \$2,000

Tue Jul 26 2005 10:27 PM

Sherry, Marilia marilia@mitretek.com 301-273-1100, ext. 3001, 1000 Rockville Pike, Bethesda, MD 20814, USA

- 10 -

We would like to thank you for your continued supporting DVSargas Class B Co.

As you may know, the selection process is extremely competitive. We will therefore evaluate a limited pool of candidates. Your letter and the below statement only count as an exception. We sincerely appreciate your interest, performance and qualification. Thank you for your performance during your interview. I am delighted to let you know that the below mentioned candidate will receive a written offer to join the firm's Corporate & Finance Department as an Associate from 2015.

In the future, they will have the opportunity to work with a talented, collaborative team that is committed to doing whatever it takes to win. They will be part of a team that is committed to the continued growth of its employees through robust training and development programs. We look forward to this continued leadership and strive for success! Thank you for your service and dedication to our PTA.

Roll Number	First Name	Last Name	Email ID	Course	Program
1234-06	Adams	Sophie	sophie.adams@gmail.com	SPTT	CAD
1235-06	Brown	Nicole	nicole.brown@msn.com	SPTT	CAD
1236-06	Clarke	Karen	karen.clarke@outlook.com	SPTT	CAD
1237-06	Dale	Fred	fred.dale@outlook.com	SPTT	CAD
1238-06	Dawson	Rebecca	rebecca.dawson2011@gmail.com	SPTT	CAD
1239-06	Smith	Paul	mailto:paul.smith2009@gmail.com	SPTT	CAD
1240-06	Wilson	Mike	mailto:mike.wilson2009@gmail.com	SPTT	CAD

ID#-Name	First Name	Last Name	Email ID	Category	Program
2.022-08	Aldana	Sergio	298749028613@smail.com	SPI	CADP
2.022-08	Burton	Mark	MarkBurton1@gmail.com	SPI	CADP
2.022-08	Clinton	Karen	clintonkaren@hotmail.com	SPI	CADP
2.022-08	Clint	Paul	clintpaul24@gmail.com	SPI	CADP
2.022-08	Davone	Rashad	DavoneRashad2011@gmail.com	SPI	CADP
2.022-08	Harris	Paul	mharris0109@gmail.com	SPI	CADP
2.022-08	Ortiz	Mario	ortizmario99@gmail.com	SPI	CADP
2.022-08	Papai	Sam	sam.papai0110@gmail.com	SPI	CADP
2.022-08	Sam	David	1667380424949830000	SPI	CADP
2.022-08	Santos	Charyne	12777charyne2001@gmail.com	SPI	CADP
2.022-08	Wilson	Shayla	wilshayla17@gmail.com	SPI	CADP
2.022-08	Yates	Fairview	1249303831@gmail.com	SPI	CADP

Additionally, we would like to cover some important information about the city:

Tax rate per square foot	1% (2023)
Speed	1000 ft/min per month
One-Time Education Allowance	USD 25,000

 switell.decosta@nomura.com
 To: deepak.jain@nomura.com

Dear Mr. Nitish,

We are pleased to extend full time offers to the below mentioned candidates for the MCA division.

Sr. No.	Candidate Name
1	Jagannath Patra
2	Amit Kumar Singh
3	Shubham Gupta
4	Tanvi Patel

We are pleased to extend internships offer to the below mentioned candidates

Tech Internship

Sr. No.	Candidate Name	Internship Offer
1	Tanvi Patel	Yes
2	Gaurav Gajjar	No
3	Ritesh Duttar	Yes
4	Ayush Sharma	Yes

BH : internship and final offers

[External](#)[Inbox](#)[Baker Hughes 2023](#)

Tue, Aug 9, 2022, 6:22PM

 **Jhamb, Ujala** <jhamb.ujala@bakerhughes.com>
to me, Gopal, Alwah, Kunjal, Amit -

We are pleased to announce that the following candidates have been selected for BH Internship

- 1) DHVANIK- Internship + full time
- 2) Keshav - Internship + fulftime
- 3) Varun- Internship
- 4) Prathamesh- Internship
- 5) Yuvraj - Internship

Congratulations to the candidates , our UR team will send the formal email with details.

Regards
Ujala Jhamb

[Get Outlook for Android](#)



cc: Dan

We would like to thank you for your continued support of Margin Class A Co.

As you may know, the selection process is extremely competitive. We were fortunate to interview a talented pool of candidates this year and the below individuals stood out as exceptional. We were very impressed by their talent, performance and qualifications. Based on their performance during their interview, I am delighted to let you know that the below selected candidates will receive a verbal offer to join the firm in Cypress during December/January/Academic Year 2023.

In this position, they will have the opportunity to work with experienced, collaborative team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. Our goal for each of these candidates is to help them successfully complete the preceptorial program and assist to close the firm.

Ref. Number (LIS#)	First Name:	Last Name:	Personal Email ID	Degree:	Program Name:
201810067	Alden	Bogert	alden.bogert@yale.edu	SPT	Risk & Compliance
201810077	Megan	Karrie	megan.karrie2021@gmail.com	SPT	Risk & Compliance
201810080	Elizabeth	Adler	elizabeth.adler111@gmail.com	SPT	Risk & Compliance
201911060	Tessa	Stevens	tessa.stevens1754@yale.edu	SPT	Risk & Compliance
201911060	Jada	Herron	jada.herron11@gmail.com	SPT	Risk & Compliance
201912012	Stella	Bryant	stella.bryant11@gmail.com	SPT	Risk & Compliance
201912019	Dee-Ann	Kellogg	deeanne.kellogg@gmail.com	SPT	Risk & Compliance

Additionally, we would like to cover some important information about this role:

1 Tentative starting month	Jan 2023
----------------------------	----------



Offer Letter Accepted from Wohlig External > View

Wohlig Technology (HR) hr@wohlig.com
3rd floor, S.P.T.I.I., Chinchwad, Pune - 411019

Fri, Jul 15, 2022, 6:22 PM



Hello Sir,

Below mentioned students accepted our company offer letter:-

No.	First Name	Last Name	UID Number	Email ID	Mobile Number	Branch	Remarks
1	Omkar	Shinde	2019110055	omkar.shinde@spit.ac.in	9930959549	ETRX	Offer Accepted
2	Divesh	Choudhary	2019130011	divesh.choudhary@spit.ac.in	9004760672	COMPS	Offer Accepted
3	Dhruvi	Gopani	2019140026	dhruvi.gopani@gmail.com	9892194951	IT	Offer Accepted
4	Kushal	Shah	2019140057	kushal.shah@spit.ac.in	8779631748	IT	Offer Accepted
5	Aakash	Sondagar	2019140063	aakash.sondagar@gmail.com	8080240015	IT	Offer Accepted
6	Aditya	Bapat	2019140007	aditya.bapat@spit.ac.in	9967406003	IT	Offer Accepted
7	Samay	Gade	2019110012	samay.gade@spit.ac.in	7506834121	ETRX	Offer Accepted
8	Manan	Savla	2019140055	manan.savla@spit.ac.in	7021135965	IT	Under Processing

We want to register for Campus Hiring, kindly let us know the process.

IDfy Drive_Shortlisted Names External Inbox

Shilpa Pallikadavath <shilpa.pallikadavath@idfy.com>
to Aditya, ms - Sat, Sep 17, 2022, 1:05 PM star

Hi Team,

Thanks for all the cooperation throughout the drive.

Glad to share the names of the students who are been finalized, the details are as follows:

Name	Email ID	Team	Status
Sandeep Sudar	sandeep.sudar@spit.ac.in	Tech	Internship+Placement
Mukesh Anush Pillai	mukesh.pillai@spit.ac.in	Tech	Internship+Placement

SPIT | BDO External Inbox BDO 2023



Aarushi Chowatia <AarushiChowatia@bdo.in>
to me +

Apr 7, 2023, 7:29 PM

Hi Vinod,

Please find below the list the candidates who we'd like to offer PPO:

Shraddha Bhagyanavant
Rahul Dilip Parab
Dhiraj Shashikant Choudhari
Vishal Fulchand Tonda
Sandeesh Banksa
Swaraj Salunkhe

We'd like to join them ASAP.

Please confirm at your earliest with the interest of these candidates.

Regards,

Ind-ConsultingOCR <ind-ConsultingOCR@pep.com>

to chinneraj.jith@spit.ac.in, tpc@spit.ac.in, TPC, me, Stephanie, Rohit, Krish, Ashutosh, Shrunka, Priyanka, *

Dear Team,

On behalf of **GEF**, thank you so much for hosting us for the campus placements. Please convey our sincere thanks to the students, coordinators, and faculty for the support and patience without which conducting this placement drive would not have been possible in this virtual set-up.

We are happy to inform you that the following is the list of final hires for **GEF** from SPCE & SPIT and request you to sign the below-mentioned students out of the campus placement process now.

SPIT	Shreya Shetty	9024310652	shreya.shetty@spit.ac.in
SPIT	Sneha Ghuge	7448223942	sneha.ghuge@spit.ac.in
SPIT	Aayush Kawathekar	9324188747	aayush.kawathekar@gmail.com
SPCE	Milind Tambuskar	9518569429	milindtambuskar305@gmail.com
SPIT	Siddharth Deshpande	9766706006	siddharth.deshpande@spit.ac.in
SPIT	Abhinav Pallayil	9769096131	abhinav.pallayil@gmail.com
SPCE	Meghana Venkatesh	9867707058	vix.jekar.meghana@gmail.com

SPIT | BDO External Inbox BDO 2023



Aarushi Chowatia <AarushiChowatia@bdo.in>
to me +

Apr 7, 2023, 7:29 PM

Hi Vinod,

Please find below the list the candidates who we'd like to offer PPO:

Shradha Bhagyalakshmi
Rahul Dilip Parab
Dhiraj Shashikant Choudhari
Vishal Fulchand Tondia
Sandeesh Banksa
Swaraaj Salunkhe

We'd like to join them ASAP.

Please confirm at your earliest with the interest of these candidates.

Regards,

Dear Team,

Thank you for participating in the **Deloitte** Campus Recruitment process.

On behalf of **Deloitte**, we would like to thank you for all your support and collaboration.

As a follow-up to the **05 offers** (04 offers from USI Risk & Financial Advisory and 01 offer from USI Consulting) communicated verbally, we have attached the list of students selected from your institution. Please fill in the required information in the given format by downloading the document and send it back to us by **September 8, 2022** before **6:00 PM**.

We will be reaching out to each of these selected candidates for key information/documents to release the offer.

We look forward to receiving further details from your end. Please feel free to write to us if you have any questions.

Best regards,

Campus Team

	A	B	C
1	Final Shortlist		FTE Offer Acceptance
2	<i>Example</i>		Accept/Reject
3			
4	Himanshu Vatari	1	
5	Sakshi Naik	2	
6	Sanket Raut	3	
7	Vaibhav Raina	4	
8			
9			
10			

Great
Place
To
Work

Certified
MADE IN THE USA
INDIA

quantiphi
Solving What Matters

"THE
FUTURE
IS HERE"

TOTAL REWARDS STATEMENT

Private and confidential

1049



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1060

Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- I. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.
- II. This program aims to be both challenging and rewarding while keeping the current guidelines issued by the Ministry of Health.

2. During the internship:

- I. The internship program is for a duration of (4) four months from the date of joining mentioned above.
- II. During this period, you are expected to use your own laptop. Quantiphi's IT team will have the right to implement all necessary changes as per the Company's security policy and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange (borrow / rent) one before the start of your internship.

3. Performance Evaluation:

- I. During this internship period, your performance will be subject to continuous evaluation.
- II. Post completion of your internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during the internship:

- I. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs.23000 per month (Rupees Twenty Three Thousand Only per month)**
- II. You will be eligible for internet reimbursement of **Rs. 600/- per month** for your internship period.

5. Notice Period during the internship:

This Contract is terminable by either party giving one month's notice period for no cause. During the period of the internship, the company can terminate the contract by giving one week's notice. At its sole discretion, the Company may consider accepting payment in lieu of a notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

6. Offer Confirmation:

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any future(s) till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at the P.O. without compensation.



Total Rewards Package

(Full Time Employee)

Particulars	Amount	Payable
Rival Corporation	(INR) 650,000	Split Monthly (Refer to page 5)
QCDP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCDP** - This payout is a way to recognize and reward the exemplary performance of high-performing and ambitious professionals. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines.
- Notice Period post Joining** - Your employment is contingent on a successful background / reference check that the Company may conduct at its discretion. For conducting background / reference checks by the Company, all the documents listed in **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.
In the event you fail to do so, the Company shall, at its sole discretion:
 - Withdraw this Offer Letter.
 - Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 2 months if you choose to leave from the date of confirmation as full-time employee

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

Authorized Signatory
Mohini Palchowdhury
 Head-HR

Agreed and Accepted
Dhananjay Avinash Salunke



Your Compensation

Particulars	Ratio	Annual	Monthly	Details
Base Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
ESI	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Vehicle cash reimbursement	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Allowance	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Current Drawings	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	
Employee's Contribution towards PF (i)	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
Gratuity (ii)	4.81% of Basic	(INR) 15,636	(INR) 1,303	Statutory
Total Employee Retirement Benefits (B)	Sum of (i) & (ii)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	
Employee's Contribution towards PF (i)	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
Professional Tax (ii)	Fixed	(INR) 200		Professional Tax Deduction
Total Deductions (i) + (ii)	Calculated	(INR) 24,000	(INR) 2,000	Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064		

Your employment is contingent to a successful background / reference check that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter.
2. Terminate your services without liability in case you have already joined the Company.

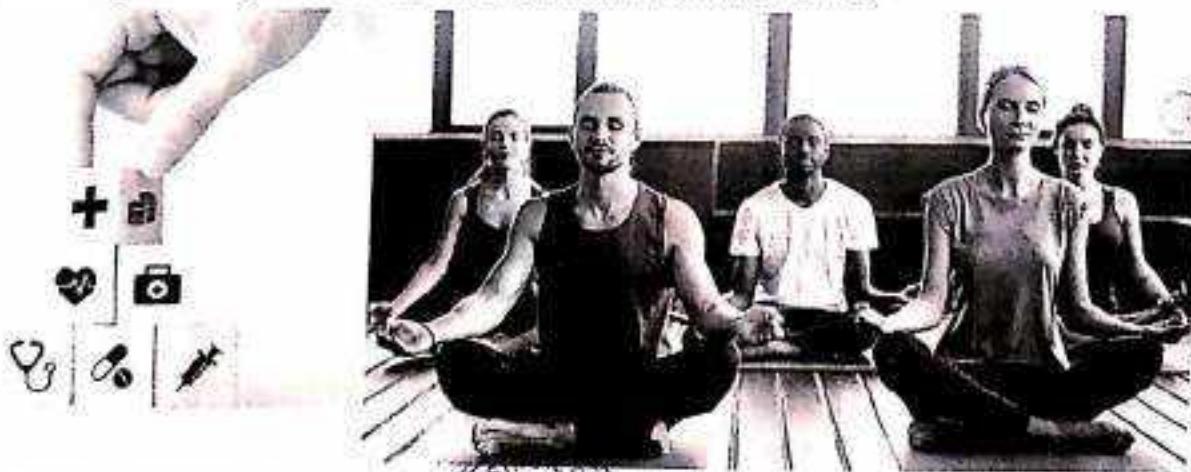
For conducting background/reference check by the Company, all the documents listed in Annexure must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed ~~within 15 days~~ within one day from your date of joining specified above.



Health and Wellness

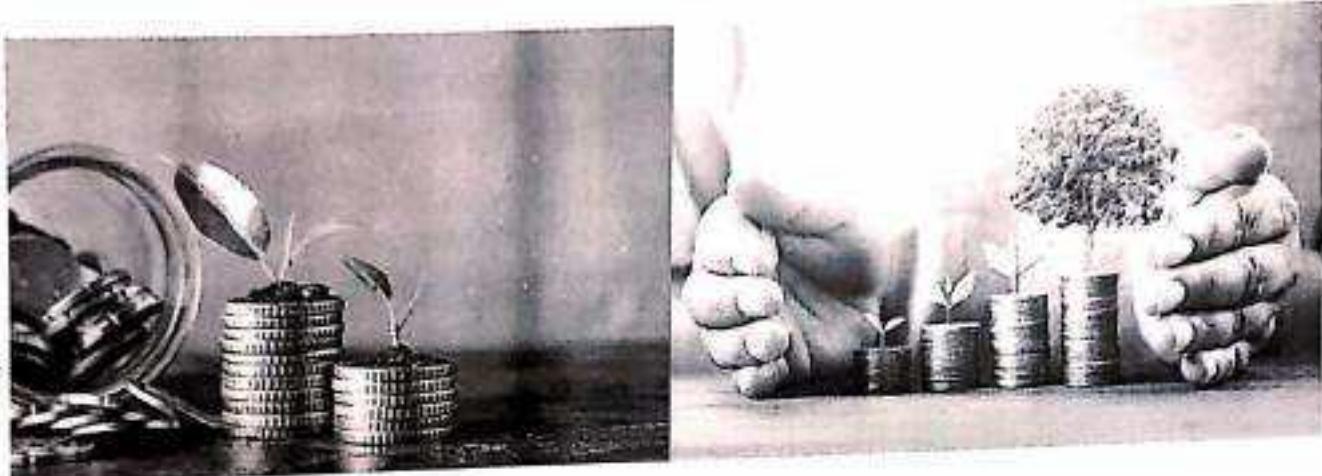
Quantiphi provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- **Employee Wellness Assistance Program** - Easy and nonjudgemental access to counseling facilities available 24/7 365 days with our partners, TATA 1mg. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present at the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their TATA 1mg portal.
- **Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of 5 lacs for employees, spouse, and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent at a nominal premium.
- **Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies, and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- **Zen Days** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilize the day to focus on closing tasks that need your undivided attention. Additionally, you also get pre-defined days as pocketful of Zen.
- **Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail 3 additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers.
- **Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 1 month of paid sabbatical applicable in case of Child Care or Patient Care.
- **Child care** - Employees who have children upto the age of 10 years can avail of 2 additional days of leave in a year for the purpose of attending to or taking care of their wards.
- **New parent Support** - Every full-time employee on the direct payroll of Q and who is entitled to avail of Maternity/ Paternity benefits can avail of a reduced work hour benefit.



Linked Incentives

Meritocracy is the driving force in Quantiphi, along with innovation and constant upskilling are core to our Values. Quantiphi always focuses on and never shies away from appreciating and rewarding outstanding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps Q grow and flourish.



- **Company or Sales Linked incentives** - With the growth in the organization, these options open up after a successful stint in your first appraisals to appreciate your contribution towards the organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employee's contributions and provides wealth enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high-performing employees through wealth enhancement options like PLI. All eligible employees have an equal opportunity to earn up to 120% of the PLI.
- **ESOPs:** Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCOP:** Q rewards high-performing campus hires through wealth enhancement options like QCOP reward.



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Learning and Growing with Q

True believers of the philosophy of Learn, Earn, and Leap, upskilling, and learning are highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



- **Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
- **Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization
- **Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Jombay to aid first time managers
- **Leadership Development Program** - 6 month development program for Senior Leaders with vendor partner CCL dedicated to create future Leaders
- **Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan up to 30% of educational expenses.
- **International Travel Options** - With a growing global footprint, Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
- **Skill-based promotions (Quarterly)** - Q recognizes and rewards talent and skill through skill-based promotions that take place every quarter.



Others Benefits at Q



Aiming up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a workplace that has employee-friendly policies, an innovation conducive work environment, and encouraging opportunities for all our employees.

Benefits@Q paves the way for a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to Ola and Uber facilities for official requirements, Leaves, Employee Loan/Salary Advance Option, Leave Sharing Option, etc.

- **Leaves**

Earned Leave:

24 days day of annual leave that can be used by employees based on their need of which 10 days of mandatory vacation leave in a year ensures equal focus on employee well-being

Bereavement Leave:

In the unfortunate event of the demise of an immediate family member (parents, spouse, sibling, children or parents-in-law, grand parents), employees are provided 5 working days of paid leave.

Parental Leave:

Maternity, Paternity, Adoption Leaves which can be taken as per an employee's eligibility.

- **Financial well-being** - Employee loan option up to 5 lacs available to all eligible ones in cases of medical emergencies (extended to the family which includes parents, spouse, siblings or children), employees' own marriage, Child Education, Home loan, Employees Marriage.
- **Leave Sharing Option** - In case of personal emergencies employees can share their leave with colleagues to support them during difficult times.



Benefits Continued

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave** - Official Birthdays of employee/spouse/children or Anniversaries are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits - our thank you is to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to three Floating holidays in a year. These 3 days can be chosen from the preexisting list of restricted holidays on ZOHO.
- **Covid Care and Virtual Support** - From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment**: Employee Loan Repayment Program (ELRP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.



General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws
2. Performance linked incentives, if any, shall be paid as per company policy
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
6. You will be further inducted on the performance system on the day of joining
7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment
 - b) This will cover expenditure on self and family travel along with food expenses
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (If applicable)
2. Previous experience certificates (If applicable)
3. Copies of certificates/diplomas/degrees of educational qualifications (Std. X, Std. XII, Graduation, and post-graduation).
4. Last 3 months' pay slip (If applicable)
5. Proof of date of birth
6. Proof of current address
7. PAN Card (3 copies)
8. Aadhar Card (3 copies)
9. Copy of latest valid passport
10. Latest Passport size photograph
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC)



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WELCOME TO QUANTIPHI

Private and confidential

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



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07-Dec-2022

Amogh Godbole

E-1/101, Kalpita Enclave, Sahar Road, Andheri East
-400069
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Amogh,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS

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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality

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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

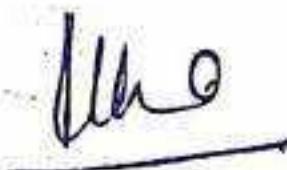
The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post Internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or

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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your Internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



A handwritten signature in blue ink, with a blue arrow pointing to the right drawn underneath it.

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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



A handwritten signature in black ink, appearing to read "W.M.", placed over a red ink mark.

1976

2022-23

Save & Return Later | Submit & Print | Submit



Aayush Kawathekar

1/20/2023

Subject: Letter of Internship

Dear Aayush,

We are pleased to welcome you as Intern - Senior Analyst with GEP (dba GEP Solutions Private Limited, hereinafter referred to as 'the Company') from 2/1/2023 to 7/31/2023 on the following terms and conditions:

1. You will be entitled for a monthly stipend of INR 30,000.00 per month.
2. At the project location city, in your case Mumbai, India, you are expected to make your own accommodation arrangements. During your tenure with GEP, travel to and from the workplace shall be provided by the GEP in-house transport helpdesk.
3. Your working hours will be as per those of the client or as per the office as the case may be. You will not be entitled to any benefits and allowances as applicable to the employees of the Firm.
4. You will be bound by the GEP Confidentiality/Protective Agreement to be signed upon joining for holding in confidence any trade secrets or confidential business & technical information of the Firm or its clients.
5. Upon joining you will be required to sign a standard undertaking on your obligations to conform to organizational discipline, rules, policies and norms.
6. During your tenure with GEP, you will be governed by the Service Rules and regulations of the Firm currently in force or as modified/ amended from time to time.
7. No Commitments other than what is mentioned in this letter and what may be communicated to you in writing subsequently will be applicable.
8. Your notice period for the period of the internship will be 30 days.

Looking forward to having you with us and hope you have a rewarding and challenging experience with GEP.

Please sign and email us a duplicate copy of this letter as a token of your acceptance.

We welcome you to the GEP family and wish you all the very best.

Yours Truly,

Subhash Makhija
Chief Executive Officer

Please select if you acknowledge and accept or decline the terms and conditions of this Offer of Employment below.

I accept the offer



10.28

20-01-2023, 13:08

Signature

(checking the checkbox above is equivalent to a handwritten signature)

You are required to print, sign on all pages, scan and email back the complete letter along with the completed acceptance section to Priyanka Landge (priyanka.landge@gep.com) no later than .

Acceptance of Offer

I, Aayush Kawathekar, accept the position of Intern - Senior Analyst, and agree to all terms and conditions set out in this letter.

Thank you,

Aayush Kawathekar

[Application FAQs \(https://icims.help/candidate-faq\)](https://icims.help/candidate-faq)

Software Powered by ICIMSSwww.icims.com (http://www.icims.com/platform_help?utm_source=platform&utm_medium=link&utm_content=page1&utm_campaign=platform%20help)

Discover

Strategy

- Procurement Consulting (<https://www.gep.com/procurement-consulting>)
- Digital Procurement Transformation (<https://www.gep.com/procurement-consulting/procurement-transformation/digital-procurement-transformation>)
- Strategic Cost Management (<https://www.gep.com/procurement-consulting/strategic-cost-management>)
- Opportunity Assessment (<https://www.gep.com/procurement-consulting/opportunity-assessment>)



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A handwritten signature in blue ink, consisting of stylized letters, written over a thick black diagonal line.

- ▶ Supply Chain Risk Management (<https://www.gep.com/supply-chain-consulting/supply-chain-risk-management>)
- ▶ Supply Chain Consulting (<https://www.gep.com/supply-chain-consulting>)
- ▶ Supply Chain Strategy (<https://www.gep.com/supply-chain-consulting/supply-chain-strategy>)
- ▶ Supply Chain Diagnostics (<https://www.gep.com/supply-chain-consulting/supply-chain-diagnostics>)
- ▶ Inventory Optimization (<https://www.gep.com/supply-chain-consulting/inventory-optimization>)

Software (<https://www.gep.com/software>)

- ▶ Procurement Software (<https://smartbygep.com/procurement-software>)
- ▶ Source-to-Contract (<https://smartbygep.com/procurement-software/source-to-contract-software>)
- ▶ Procure-to-Pay (<https://smartbygep.com/procurement-software/procure-to-pay>)
- ▶ Supply Chain Planning (<https://www.gep.com/software/gep-nexxe/planning>)
- ▶ Supply Chain Collaboration (<https://www.gep.com/software/gep-nexxe/collaboration>)
- ▶ Supply Chain Visibility & Execution (<https://www.gep.com/software/gep-nexxe/visibility-and-execution>)
- ▶ Supply Chain Control Tower (<https://www.gep.com/software/gep-nexxe/supply-chain-control-tower>)
- ▶ Should-Cost Modeling (<https://www.gep.com/software/gep-nexxe/should-cost-modeling-software>)

Managed Services

- ▶ Procurement Outsourcing (<https://www.gep.com/procurement-outsourcing>)
- ▶ Strategic Sourcing (<https://www.gep.com/procurement-outsourcing/strategic-sourcing>)
- ▶ Tail-Spend Management (<https://www.gep.com/managed-services/procurement-outsourcing/tail-spend-management>)
- ▶ Category Management (<https://www.gep.com/procurement-outsourcing/category-management>)
- ▶ Procurement Support Services (<https://www.gep.com/procurement-outsourcing/procurement-support-services>)
- ▶ Supply Chain Outsourcing (<https://www.gep.com/supply-chain-services>)
- ▶ Supply Chain Planning & Forecasting (<https://www.gep.com/supply-chain-services/planning-forecasting>)
- ▶ Inventory Management (<https://www.gep.com/supply-chain-services/inventory-management>)
- ▶ Logistics Management (<https://www.gep.com/supply-chain-services/logistics-management>)



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20-01-2023, 13:08

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Company (<https://www.gep.com/company>)

- ▶ About Us (<https://www.gep.com/company>)
- ▶ Leadership (<https://www.gep.com/company/leadership>)
- ▶ Customers (<https://www.gep.com/company/clients>)
- ▶ Careers (<https://www.gep.com/careers>)
- ▶ News (<https://www.gep.com/company/news>)
- ▶ Awards (<https://www.gep.com/company/awards-and-recognition>)
- ▶ Contact Us (<https://www.gep.com/company/contact-us>)

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(https://twitter.com/GEP_Worldwide)



(<https://www.facebook.com/gepworldwide>)

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Date: 22/06/2022

Sub: Contract of Employment.

Dear Aditya Himanshu Bapat,

We refer to the discussion you had with us and take pleasure in offering you the position of "Software Developer" with our organization effective 01/08/2023. You will report to technical lead of a project you are deployed. The company has the flexibility to deploy you on other customer assignments as and when required.

Your annual CTC will be Ten Lakh only, the details of which are mentioned in Annexure 1.

As discussed and confirmed the start date is 01/08/2023. Please find enclosed your contract of employment which sets out the terms and conditions of your employment. Please review the document and return one signed copy to me prior to your start date.

Please note that this contract is subject to receiving two satisfactory references. These should be supplied prior to commencing employment.

On your first day with Wohlig Transformations Pvt. Ltd. please bring the documents as mentioned in email, if you have not already submitted them before joining.

In the meantime, should you have any further questions or questions relating to the contract of employment, please do not hesitate to contact me.

We welcome you to the Wohlig Transformations Pvt. Ltd. family and wish you a rewarding career over the years to come.

Yours sincerely,

Acceptance Confirmation:

For Wohlig Transformations Pvt Ltd

Aditya Himanshu Bapat

Authorized Signatory
Mr. Chirag Shah - Director



A handwritten signature in black ink, appearing to read "Aditya".

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Contract of Employment (Terms & Conditions)

Your employment will be governed by the following terms and conditions.

1. Date of Commencement of Employment:

Your employment with the Company shall commence on 01/08/2023.

2. Location:

Your current location of employment shall be Wohlig Transformations Pvt. Ltd., Mumbai. However, the Company reserves the right to transfer you to any of its offices, Associate Companies located in India or any other location globally, whether now in existence or to be set up hereafter. In case the current posting location changes, then your salary will be adjusted according to your country of posting as per policy, in case the Tenure at Client location gets Over, you will soon be transferred to Wohlig Transformations Pvt. Ltd (Head Office) and your Salary will be adjusted as per Company Policy.

3. Working Hours:

The working hours applicable to you will depend upon your place of posting and as amended from time to time. Further, you may be required to work on any shift, as may be warranted by the Company/Client's work requirements.

Further, depending on Company's requirement or project contingencies, your working hours may be modified / altered from time to time.

You may also be required to work in shifts or on holidays and weekends depending on the nature of the project.

4. Leave:

You are entitled to 16 days of paid leaves and national holidays during the calendar year. Please refer to Company's leave policy for details. (Will be explained by HR at the time of joining day).

5. Increments and Promotions:

Any increase in salary & promotion will depend solely on your performance and contribution to the Company's growth & shall be governed by the company's appraisal process.

6. Variable Payout:

The Variable pay, if applicable to you, will be paid-out as per existing policy in line with the periods or cycles of payments. However, the variable pay will not be payable if you are not on the Company rolls or, have resigned and/or, serving notice period on the date of disbursement.



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7. Bond Clause:

There will be a bond for a period of 2 year and notice period of 8 weeks. If employee doesn't serve 2 year of bond is liable to pay Wohlig Transformations Pvt Ltd 2 months of gross salary (current gross salary at the time of leaving) with 18% GST as training fee, simultaneously if doesn't serve 8 weeks of notice period is liable to pay Wohlig Transformations Pvt Ltd 2 months of gross salary (current gross salary at the time of leaving) with 18% GST as training fee.

Notwithstanding the above condition, the contract of service may also be terminated because of under mentioned stipulations.

8. Notice Period:

Your services can be terminated with one month's notice or payment of one month's basic pay in lieu thereof on either side. Your confirmation is subject to your performance during the three month of probation period and the same may be extended if your performance is found to be not satisfactory. On confirmation as a regular employee, you will be required to give 8 weeks' notice in lieu thereof in case you decide to resign from the services of the Company. Acceptance of resignation during probation period or after confirmation will be at the sole discretion of the management.

The Company at its sole discretion may decide to terminate your services during probation period/employment due to poor performance without any notice or pay in lieu thereof.

Further, in case your services are terminated due to any act of "moral turpitude", no notice pay/compensation in lieu thereof will be paid. At its sole discretion, the Company may also decide to withhold salary & any other payment till the final outcome/disposal of the case.

9. Background Checks:

The Company and/or its agents may, at its discretion conduct background checks at any point in time to validate your identity, address, education details and details of your prior work experience, if any, and also conduct any criminal checks. By accepting this letter, you expressly consent to the Company conducting such background/criminal checks. In this connection, you are required to furnish the documents listed in "Offer Annexure-2". If the Company is not satisfied with the outcome of the background checks, it reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

However, when a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company.



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10. Covenant of Non-Disparagement:

You agree that, during the period of employment and at all times even after termination of employment with the Company, you will not directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind,

whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its directors, affiliates, subsidiaries, employees, agents or representatives (collectively, the "Company Representatives"), or that reveals, discloses, incorporates, discusses, includes or otherwise involves any confidential or proprietary information of the Company or its subsidiaries or affiliates, or to malign, harm, disparage, defame or damage the reputation or good name of the Company, its business or any of the Company Representatives.

11. Confidentiality & Intellectual Property

During your employment with the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose nor cause the disclosure of any such data in any manner whatsoever. You will also be responsible for the protection and furtherance of the Company's best interests at all times, including after you cease to be on the Company's rolls. You have to safeguard Wohlig Transformations Pvt. Ltd and its customers Intellectual Property Rights and confidential information even after termination of your employment or business relationship with Wohlig Transformations Pvt. Ltd.

All software, systems, ideas, concepts, designs, documentation or any other material produced by the employee during the period of his / her assignment belongs to Wohlig Transformations Pvt. Ltd.

Intellectual Property of Wohlig Transformations Pvt. Ltd or that of its Customers. The employee will not have any rights to such material described as above.

During your employment with the company you will comply with the provisions of the Information Security Policies and Procedures of Wohlig Transformations Pvt. Ltd at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. You will also classify & manage all data under your control & ownership as per company's policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at Wohlig Transformations Pvt. Ltd & non-compliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of Wohlig Transformations Pvt. Ltd.



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12. Other Terms & Conditions:

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services in the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination/ resignation by you of your services without the required notice having been given. In exceptional circumstances consent may be given, subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

In the event of your leaving the Company's services, you are expected not to take up employment or enter into any type of business/commercial association with any of the Company's clients or their associates, for a period of two years from the date of cessation of employment.

You hereby acknowledge and agree to abide by all internal policies of the Company. The same shall either be expressly provided to you or they shall be available at the Company's intranet website.

Furthermore, the Company has various human resource and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

This offer is open for 7 days from the date of this letter, failing which this offer will stand withdrawn and cancelled automatically, without any further notice to you.

For Wohlig Transformations Pvt Ltd

Acceptance Confirmation:

Aditya Himanshu Bapat

Authorized Signatory
Mr. Chirag Shah - Director



A handwritten signature in black ink, appearing to read "Aditya Bapat". It is signed over a horizontal line.

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ANNEXURE 1
Compensation Detailed Sheet

EARNINGS	MONTHLY	ANNUALLY
Earned Basic	58,333	7,00,000
HRA	25,000	3,00,000
DEDUCTIONS		
Employee PF	1,800	21,600
Professional Tax	200	2,500
TDS	Yes Applicable	
Total Deduction	2,000	24,100
Net Salary	81,333	9,76,000
Gross Salary	83,333	10,00,000

***Please Note:**

- TDS will be deducted as per the investment & declaration and as per Provision of income tax Act.
- TDS amount will be changing every financial year.
- PT for the month of February will be 300.
- Decimal figures rounded off to the nearest number.
- Gratuity shall be payable as per the provisions of payment of Gratuity Act.
- Provident Fund amount is directly credited to employees PF account.
- All deduction related to PF, PF, welfare fund & income tax on monthly gross Salary.

For Wohlig Transformations Pvt Ltd

Acceptance Confirmation:

Aditya Himanshu Bapat

Authorized Signatory -
Mr. Chirag Shah – Director



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ANNEXURE 2

List of Documents to be submitted

No	Documents
1	Color Xerox of Aadhar Card Copy – Front/Back Side – 02 Set
2	Color Xerox of Pan Card Copy – Front/Back Side – 02 Set
3	Passport size photograph – 02 Nos.
4	Photocopy of previous company experience letter
5	Photocopy of previous company relieving letter
6	Photocopy of previous company last 3-month salary slip
7	Photocopy of Declaration from previous company (Form16 / Salary Certificate)
8	Photocopy of previous company Increment letter
9	Photocopy of Qualification Certificate (SSC/HSC/Degree/Diploma)
10	Photocopy of Passport Copy – Front / Back Side.
11	Photocopy of Temporary Address Proof (Agreement/Electricity, etc.)
12	Certificate of Fitness copy.

Acceptance Confirmation:

Aditya Himanshu Bapat



A handwritten signature in black ink, appearing to read "Aditya Bapat". A horizontal line extends from the end of the signature.

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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions. 249

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



1089



07-Dec-2022

Jeet Mistri

768, New Piramal Nagar C.H.S.L., S.V. Road, Goregaon West
-400104
MUMBAI
Maharashtra
INDIA

Dear Jeet,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum
If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

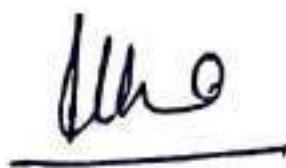
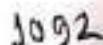
You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS

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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows

a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

b) By the Company at any time without notice or compensation if you:

i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role,
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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2022-23

Baldor Technologies Private Limited
Plot No. 102, Sector 102, Noida - 201301
Ph: +91 98100 10000 | +91 98100 10010
Email: info@baldortech.com | www.baldortech.com

08-November-2022

50

Email: rvira84@gmail.com

Subject: Internship Offer Letter

Dear Rishabh,

On behalf of Baldor Technologies Private Limited ("IDfy" or "the Company"), I am pleased to offer you an internship with the Technology department as an Intern at IDfy. This offer is provisional & subject to your acceptance of this position in writing considering employment starts with the company no later than 2nd January 2023. In addition, the offer is subject to the regular background checks being completed successfully.

The stipend will be INR 25000/- per month. Your stipend will be paid in accordance with our regular payroll practices.

Your period of internship will be 6 months. Either party shall have the right to terminate this Internship by serving upon the other a notice of 7 (Seven) days in writing. This offer is contingent upon the successful completion of your Internship.

Our technology, trade secrets and other intellectual property are very important to us. Therefore, we require that, as a condition of internship, all new interns sign a confidentiality agreement.

We also want to ensure that your internship with the company does not violate any non-competition or other similar agreements to which you may be bound. If you are bound by such an agreement, please give us a copy of the agreement so that we can ensure that your employment by the Company will not violate that agreement. By not providing us with such an agreement, you are representing that no such agreement exists.



PHONE	FAX	EMAIL
+91 98100 10000	+91 98100 10010	info@baldortech.com

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Robert M. Morris, Jr., President

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On behalf of IDfy, I would like to welcome you to the Company.

In order to accept this offer, please sign and return a copy of this letter to us.

Sincerely Yours,

B. Barad

Name: Bhakti Dharod
Title: VP - Human Resource

Accepted and agreed this 10th day of November 2022

211

Rishabh Vira



Mr

PHONE	FAX	EMAIL
+61 22 7124 5146	+61 22 4884 0725	support@vix.com

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Certified
MARCH 2012 - MARCH 2013
INDIA

"THE
FUTURE
IS HERE"

TOTAL REWARDS STATEMENT

Private and confidential



JAC

Date : December 23, 2022

Mr. Prathamesh Dhanraj Bhoi

Email: prathameshbhoi74@gmail.com | Phone Number: 9307155578

Congratulations! We are excited to have you on board and appreciate all the conversations we have had during the course of the selection process. At Quantiph, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contributing towards your overall growth, holistic development, and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family, and your long-term association with Quantiph.

This detailed statement has been created to give you an insight into your benefits as full-time employees at Q and a complete understanding of your compensation package post internship.

Please refer to page 4 of this document for your TRS w.e.f. from **March 20, 2023** designated as **Intern - Business Analyst - Sales Engineer** at our Mumbai, Maharashtra office.

Regards

Mohini Palchowdhury

Head-HR

Your Total Rewards Packages (INR) - **850,000**



Your Compensation

This represents your total compensation, which includes your fixed and variable pay



Health and Wellness

Initiatives taken by Q to promote health and wellness amongst its employees



Performance Rewards

Incentives linked to your performance and what they mean to you



Learning and Growing with Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and growth



Benefits at Q

Unique offerings beyond your compensation structure that you will have access to



Celebrating Life at Q

Q celebrates its employees and their contributions, recognising the need for rejuvenation and encourage independent thinking



Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- I. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.
- II. This program aims to be both challenging and rewarding while keeping the current guidelines issued by the Ministry of Health.

2. During the internship:

- I. The internship program is for a duration of (4) four months from the date of joining mentioned above.
- II. During this period, you are expected to use your own laptop. Quantiphi's IT team will have the right to implement all necessary changes as per the Company's security policy and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange (borrow / rent) one before the start of your internship.

3. Performance Evaluation:

- I. During this internship period, your performance will be subject to continuous evaluation.
- II. Post completion of your internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during the internship:

- I. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs.23000** per month (**Rupees Twenty Three Thousand Only per month**)
- II. You will be eligible for internet reimbursement of **Rs. 600/-** per month for your internship period.

5. Notice Period during the internship:

This Contract is terminable by either party giving one month's notice period for no cause. During the period of the internship, the company can terminate the contract by giving one week's notice. At its sole discretion, the Company may consider accepting payment in lieu of a notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in leave period may also be considered at the Company's sole discretion.



6. Offer Confirmation:

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation.

Total Rewards Package

(Full Time Employee)

Particulars	Amount	Payable
Base Compensation	(INR) 650,000	Split Monthly (Refer to page 5)
Q-CDP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCDP** - This payout is a way to recognize and reward the exemplary performance of high-performing and ambitious professionals. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines.
- Notice Period post Joining** - Your employment is contingent on a successful background / reference check that the Company may conduct at its discretion. For conducting background / reference checks by the Company, all the documents listed in **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.
In the event you fail to do so, the Company shall, at its sole discretion:
 - Withdraw this Offer Letter.
 - Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 2 months if you choose to leave from the date of confirmation as full-time employee

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

Mohini Palchowdhury
Authorized Signatory
Mohini Palchowdhury
Head-HR



Agreed and Accepted
Prathamesh Dhanraj Bhoi

Your Compensation

Particulars	Ratio	Annual	Monthly	Details
Basic Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
Conveyance Allowance	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Car Petrol Allowance	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Allowance	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Other Allowances	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	
Employee Gratuity (Subject to Payment Policy (i))	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
PTD (Professional Tax Deduction)	4.81% of Basic	(INR) 15,636	(INR) 1,303	Statutory
Total Employee Retirement Benefits (B)	Sum of (I) & (II)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	
Ex: Premium Contribution to PF (i)	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
PTD (Professional Tax Deduction (ii))	Fixed	(INR) 200		Professional Tax Deduction
Total Deductions (i) + (ii)	Calculated	(INR) 24,000	(INR) 2,000	Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064		

Your employment is contingent to a successful background / reference check that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter.
2. Terminate your services without liability in case you have already joined the Company.

For conducting background/reference check by the Company, all the documents listed in Annexure must be provided by you by uploading legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.

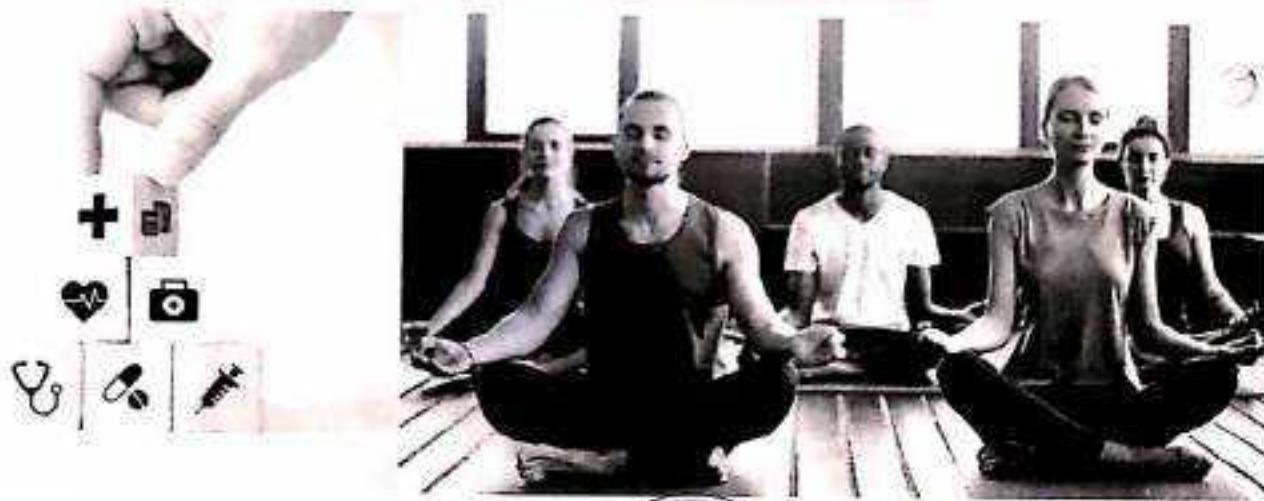


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Health and Wellness

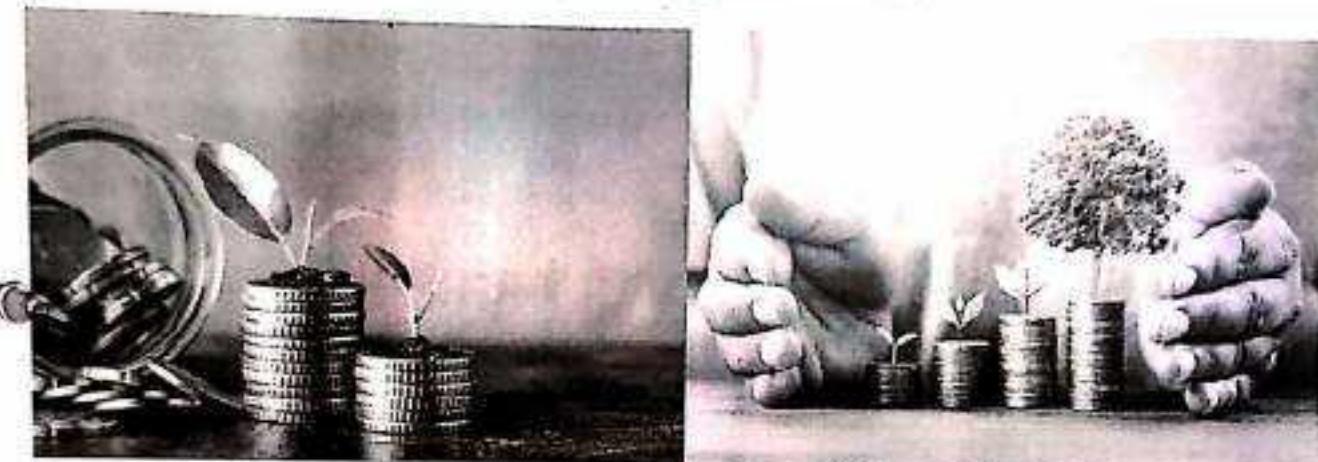
Quantiphi provides and encourages employees to take care of their physical and mental health. Health and wellness by providing them the following:

- Employee Wellness Assistance Program** - Easy and non-judgmental access to counseling facilities available 24/7*365 days with our partners, TATA 1mg. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present at the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their TATA 1mg portal.
- Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of 5 lacs for employees, spouse, and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent at a nominal premium.
- Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies, and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- Zen Days** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilize the day to focus on closing tasks that need your undivided attention. Additionally, you also get pre-defined days as pocketful of Zen.
- Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail 3 additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers.
- Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 3 month of paid sabbatical applicable in case of Child Care or Patient Care.
- Child care** - Employees who have children upto the age of 10 years can avail of 2 additional days of leave in a year for the purpose of attending to or taking care of their ward.
- New parent Support** - Every full-time employee on the direct payroll of Q and who is entitled to avail of Maternity/Paternity benefits can avail of a reduced work hour benefit.



Linked Incentives

Meritocracy is the driving force in Quantiphi, along with innovation and constant upskilling are core to our Values. Quantiphi always focuses on and never shies away from appreciating and rewarding outstanding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps Q grow and flourish.



- **Company or Sales Linked incentives** - With the growth in the organization, these options open up after a successful stint in your first appraisals to appreciate your contribution towards the organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employee's contributions and provides wealth enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high-performing employees through wealth enhancement options like PLI. All eligible employees have an equal opportunity to earn up to 120% of the PLI.
- **ESOPs:** Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCOP:** Q rewards high-performing campus hires through wealth enhancement options like QCOP reward.



Learning and Growing with Q

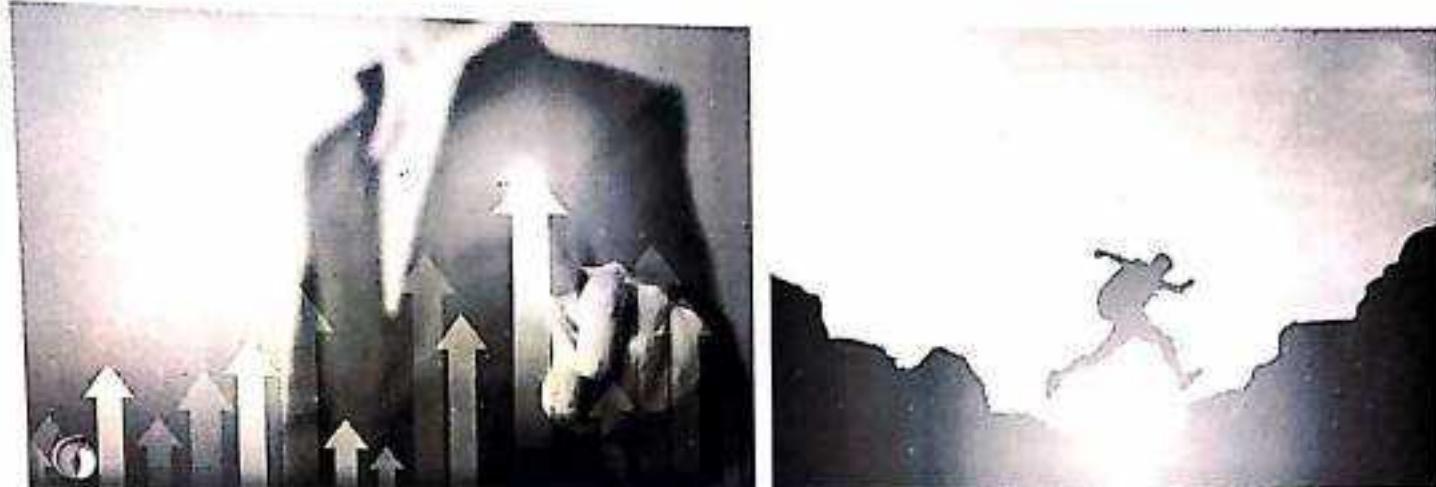
The believers of the philosophy of Learn, Earn, and Leap, upskilling, and learning are highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



- Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
- Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization.
- Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Jambay to aid first time managers
- Leadership Development Program** - 6 month development program for Senior Leaders with vendor partner CCL dedicated to create future Leaders
- Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan up to 30% of educational expenses.
- International Travel Options** - With a growing global footprint Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
- Skill-based promotions (Quarterly)** - Q recognizes and rewards talents and skill through skill-based promotions that take place every quarter.



Others Benefits at Q



Aiming up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a workplace that has employee-friendly policies, an innovation conducive work environment, and encouraging opportunities for all our employees.

Benefits@Q paves the way for a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to Ola and Uber facilities for official requirements, Leaves, Employee Loan/Salary Advance Option, Leave Sharing Option, etc.

- **Leaves**

Earned Leave:

24 days day of annual leave that can be used by employees based on their need of which 10 days of mandatory vacation leave in a year ensures equal focus on employees' well-being

Bereavement Leave:

In the unfortunate event of the demise of an insured family member (parents, spouse, sibling, children or parents-in-law, grandparents), employees are provided 5 working days of paid leave.

Parental Leaves:

Maternity, Paternity, Adoption Leaves which can be taken as per an employee's eligibility

- **Financial well-being** - Employee loan option up to 5 lacs available to all eligible ones in cases of medical emergencies (extended to the family which includes parents, spouse, siblings or children), employees' own marriage, Child Education, Home loan, Employees Marriage.
- **Leave Sharing Option** - In case of personal emergencies employees can share their leave with colleagues to support them during difficult times.



Benefits Continued

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave** - Official Birthdays of employee/spouse/children or Anniversaries are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits - our thank you is to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to three Floating holidays in a year. These 3 days can be chosen from the preexisting list of restricted holidays on ZOHO.
- **Covid Care and Virtual Support** - From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment**: Employee Loan Repayment Program (ELRP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.



General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws
2. Performance linked incentives, if any, shall be paid as per company policy
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
6. You will be further inducted on the performance system on the day of joining
7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment
 - b) This will cover expenditure on self and family travel along with food expenses
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (If applicable)
2. Previous experience certificates (If applicable)
3. Copies of certificates/diplomas/degrees of educational qualifications (Std. X, Std. XII, Graduation, and post-graduation).
4. Last 3 months' pay slip (If applicable)
5. Proof of date of birth
6. Proof of current address
7. PAN Card (3 copies)
8. Aadhar Card (3 copies)
9. Copy of latest valid passport
10. Latest Passport size photograph
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC)





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INDIA

quantiphi
Solving What's Next

"THE
TIME
IS HERE"



WELCOME TO QUANTIPHI

Private and confidential



WQO



129 ST.

2022-23

December 16, 2022

Dear Kadambai

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Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



12th Floor | IT Building No. 3 | Nesco IT Park, Nesco Complex | Goregaon (East) | Mumbai 400063 | India
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MSCI Services Private Limited CONFIDENTIAL ID: 145304
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PRIVATE AND CONFIDENTIAL

December 16, 2022

Kadambari Patangrao
By Email

Dear Kadambari,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Technology & Data Department.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus payouts by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be prorated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit).

Components	Amount	
A. Basic Salary	880,044.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	413,556.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	1,320,000.00	INR p.a.
E. Firm's contribution to Provident Fund	105,605.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	42,310.00	INR p.a.
Cost to Company	1,467,915.00	INR p.a.



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Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 66,000 / 5% of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st 2023. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Mediclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

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OBLIGATION TO OBSERVE RULES AND POLICIES

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time-to-time to assign you to work in such shifts or request for home-attendance. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Future of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the MSCI Code of Conduct, and such other policies relating to your employment as may from time-to-time be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the MSCI Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of engagement, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.



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PROMOTION AND OTHER CONTINGENCIES

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice or payment of fourteen days of base salary in lieu of notice. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice or payment of 60 days base salary in lieu of notice. The Firm reserves the right to change the above mentioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.



A handwritten signature in black ink, appearing to read "Uma" followed by a horizontal line.

12th Floor | IT Building No. 3 | NESCO IT Park, NESCO Complex | Goregaon (East) | Mumbai 400063 | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

MSCI Services Pvt. Ltd. Information Classification: CONFIDENTIAL | AC145304
msci.com

1123

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

- I hereby accept employment on the terms and conditions stated above.
- I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Kadambari Patangrao

Dec 19, 2022

Date

12-Jun-2023

Subject to the agreement of the Firm, my proposed start date is:



12th Floor J11 Building No. 31 NESCO II Park, NESCO Complex | Goregaon (East) | Mumbai - 400063 | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

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PRIVATE AND CONFIDENTIAL

ANNEXURE I**OTHER BENEFITS**

You will be eligible for the following benefits in addition to those mentioned in your offer letter.

EMPLOYEE ASSISTANCE PROGRAMME

You and your immediate family members can avail of this 24/7 via phone and on-line service which is designed to assist with today's challenges and to provide advice and information to prepare for any major events that may arise in the future.

You can receive free confidential expert advice, specialist counseling, and support in areas such as managing money, responsibilities at work, family matters, illness, etc.

EMERGENCY AMBULANCE SERVICE – CONNECT AND HEAL

You and your immediate family members residing with you are eligible to avail this 24*7, 365 days support in – Medical Emergencies.

ANNUAL HEALTH CHECK – CONNECT AND HEAL

On confirmation in service with MSCI you are eligible to avail cashless annual health checkup benefit once in a year.

TELEMEDICINE – CONNECT AND HEAL

24*7 Unlimited Medical Tele-Consultation, CNH will enable general physician consultations via video and audio on a 24*7 basis for unlimited calls. To avail the calls employees shall be connected to a general physician within fifteen (15) minutes of logging of the call. Employees can choose an immediate consult or schedule a consult for a later date and time. Teleconsultations with CNH doctors shall be recorded and that verbal, electronic or written consent by the employees shall be mandatory prior to a teleconsultation encounter.

PREGNANCY CARE (CARENINE PROGRAM) – UNITED HEALTHCARE

Support from health experts for expectant fathers and mothers (employees, Spouse)

Advice on diet, birthing methods, and exercise, and de stressing tips

- Online Pregnancy Portal
- Dedicated buddy (counselor) and dietician
- Unlimited live chat/ phone/email support by dedicated dietician and counselor
- Monthly personalized newsletter based on the development stage of the unborn child
- Online webinars

Nothing in this annexure should be construed as a guarantee of any particular level of benefits or of your participation in any benefits plan. The firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefits and compensation plans in effect from time to time.



12th Floor | IT Building No. 3 | NESCO IT Park, NESCO Complex, Sector 62, Faridabad, Haryana - 121006 | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

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Nomura Services India Private Limited
Wingshield - 10th Floor, Powai Business District, Powai,
Mumbai - 400 078, India.

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

04 January 2023

Vishal Arun Gondke
Sardar Patel Institute of Technology
Mumbai - 400 058

53

Dear Vishal,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Client Service Technology division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 50,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 09 January 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.

Nomura Services India Private Limited
Registered in India No. U72200MH2004PTC147813
A member of the Nomura group of companies



1126

Nomura Services India Private Limited
Winchester – 10th Floor, Poval Business District, Powai,
Mumbai - 400 078, India

Telephone: +91 22 3053 4626
Facsimile: +91 22 3053 2111
Website: www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events; (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**
Digitally signed by
Reshma Khanna
Date: 2023.01.04
17:11:15 +05'30'

Reshma Khanna
Vice President – Human Resources

Nomura Services India Private Limited
Registered in India No. U72200MH2004PTC147813
A member of the Nomura group of companies



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11.9

3327

Nomura Services India Private Limited
Winchester – 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai- 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature.....
Vishal Arun Gondke

Date:.....



Nomura Services India Private Limited
Registered in India no. U72200MH2004PTC247123
A member of the Nomura group of companies

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Nomura Services India Private Limited
Winchester – 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India.

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

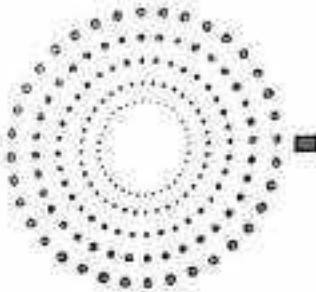
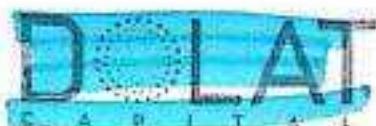
1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester – 10th Floor, Powai Business District,
Powai, Mumbai – 400 076



A handwritten signature in black ink, appearing to read "Mr. G".



October 14, 2022

Offer of Employment with Dolat Group

54

Dear **Hrishikesh Lamdade**,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group. Further to the interview and discussions you have had with us, you are expected to join duly on 02/01/2023.

Dolat Group is pleased to offer you a position of an Intern for the initial six months and would advance to the position of Infra - Software Developer upon successful completion of the same. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slips (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 17.75L (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,75,000/- Retention Bonus as explained below.

Rs 1,25,000/- for the first 03 years and Rs 1,50,000/- for the 04th & 05th Year.

Accept Job Offer,

By signing and dating this letter below, I, Hrishikesh Lamdade accept the job offer of Infra - Software Developer by Dolat Group

Signature: _____ Date: _____

022 6692 2015

hrishikesh.dolatcapital.com
www.dolatcapital.com

Plot No. 901, Peninsula Park, Off Link Road, A-4 Veer Dham Industrial Estate, Andheri West, Mumbai, Maharashtra, 400058



H.R.L.

1130



Offer Letter Contd... ANNEXURE
Hrishikesh Lamadde

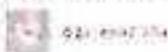
SALARY BIFURCATIONS ARE AS UNDER:

SALARY DEDUCTIONS ARE AS UNDER:		
Company Cost : 11.00 LPA		
Salary Heads	MONTHLY	YEARLY
Basic Salary	33333.00	399996.00
HRA Allow	16667.00	200004.00
CCA	17883.00	214596.00
A	67883.00	814596.00
Fixed/Variables	B	100000.00
Flexible Heads		
Food Coupon	1250.00	15000.00
LTA	3500.00	42000.00
MOTOR CAR	4000.00	48000.00
Professional Dev	1250.00	15000.00
Telephone	1500.00	18000.00
C	11500.00	138000.00
Mediclaim Policy	D	4000.00
Gratuity	E	20000.00
EPF	F	23400.00
TOTAL TAKE A To F	79383.00	1100000.00

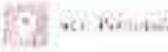
We look forward to an enduring relationship with you.

Yours Sincerely,

JIGAR P SHAH - Dolat Capital Market Pvt Ltd



[Open Access](#)



400. Pemuda Park 400 Link 1000 Jl. Jl. Raya Bantul-Sleman Km. 12, Wates, Mewah, Mihardja, 55273



Mr

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

55

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



1132

2022-23

J.P.Morgan

29-Nov-2022

Shweta Chavari

S-3 Ishita Garden, Kanga Colony, Sadar Bazaar
-415001
SATARA
Maharashtra
INDIA

Dear Shweta,

Your Internship by J.P. Morgan:

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



1136

A handwritten signature in black ink, appearing to read "Uma", is written over a solid blue horizontal line.

B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling shareholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2 Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (or, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3 Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4 Termination

B4.1 Your internship may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the 'Notice Period'), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:

- are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
 - (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if

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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your Internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your Internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or re-affirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmation is must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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INTERNSHIP LETTER

Aditi Bhosale

A-19, Bhaskar Darshan, Arunodaya nagar, Mulund-East
 Mumbai - 400081
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Dear Aditi,

On behalf of Amazon Development Centre (India) Private Limited, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055, Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Internship Letter for the position of an Intern at Pune, India.

Your internship with the Company will be subject to your acceptance of this Internship Letter and the terms and conditions set forth hereinbelow on or before 10 business days in the manner provided for by the Company.

Upon your acceptance of this Internship Letter, the same shall form a valid and binding agreement between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your internship with Amazon India will commence on 09-Jan-2023 and shall end as per the provisions contained in Section 12 herein below. The said duration of internship shall hereinafter be referred to as the "Term".

2. Duties

- 2.1 You will be engaged in the position of Software Dev Engineer Intern. Your manager will advise you about your duties and responsibilities after your joining with us. You will be expected to perform your duties to the best of your ability at all times as per the

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India

responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures (as may be applicable to you), as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same, so far as may be applicable to you.
- 2.3 You acknowledge that during the Term, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of internship and when there is a change. You may be required to work in shifts for different workhours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your internship, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

4. Place of Work

Your initial place of work will be at Amazon India's facility in Pune. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining

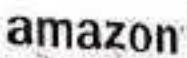
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during the period of the Covid-19 Pandemic, you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

5. Remuneration

- 5.1 Your internship stipend will be Rs.110,000 per month made payable in arrears and subject to all lawful deductions of tax.
- 5.2 Amazon India has the right to deduct from your stipend any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Internship Letter/Amazon India's Policies (as may be applicable to you), or your failure to return Amazon India's property.
- 5.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your internship on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures (as may be applicable to you).

6. Leave and Benefits

You will not be entitled to any leaves or such other employee benefits during the term of your internship with Amazon India.

7. Confidential Information and Confidentiality Obligations

- 7.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:
 - (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint venturers, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
 - (2) computer code (including source code and object code) or software developed, modified, or used by the Company;

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- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
 - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise),

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evaluated, tested, or applied by you during the course of your internship with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

- (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your internship with the Company;
 - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your internship with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
 - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your internship with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your internship with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
- (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
- (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
- (13) any copies of the above mentioned information.

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India

7.2 Confidentiality Obligations:

- (i) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your internship with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your internship with the Company or at any time thereafter, and without regard to when or for what reason, if any, such internship shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- (ii) During the course of your internship with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 7.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (iii) Nothing in this Internship Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

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Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055, Karnataka
India

Tel. : +91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CN :

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8. Intellectual Property Rights

- 8.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company.
- 8.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:
- (i) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
 - (ii) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that you or Company may hereafter make or develop;
 - (iii) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
 - (iv) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
 - (v) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.
- 8.3 During the period of your internship with the Company and as may be reasonably necessary subsequent to your internship, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be

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required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

- 8.4 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your internship with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.
- 8.5 Notwithstanding any other provision hereof to the contrary, this Internship Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.
- 8.6 **No Grant of Rights.**
You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

9. Data Protection

- 9.1 You authorise Amazon India to collect, process and transfer all your personal information obtained by Amazon India for the purpose of proactively managing the relationship.
- 9.2 You further authorise the transfer to, and storage of, your personal information in the worldwide database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected

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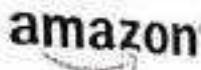
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Development Centre
India

management throughout the Amazon group worldwide will be authorised to access this database.

10. Exclusivity

During your internship, you will be required to devote your full time, attention and abilities to your assignment, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking or undertake any internship therein.

11. Relationship of parties

This internship opportunity neither creates the relationship of employer and employee between the Company and you, nor does it assure or guarantee future employment with the Company.

12. Termination of Internship

- 12.1 Your internship will automatically end on 23-Jun-2023, unless terminated earlier as per the provisions of this Section.
- 12.2 This Internship Letter may be terminated either by the Company or by you at any point of time during the Term, without providing any reasons for such termination. Such termination shall be valid and effective only if communicated to the other party in writing at least one day prior to the date of termination.
- 12.3 On the expiry or sooner termination of your internship for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

13. Background Investigation

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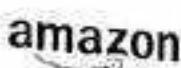
REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055, Karnataka, India

Tel. : +91 - 80 - 6787 2005 TTF/ 11 - 80 - 3007 1031 / 33 CIN :



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India

- 13.1 It is Amazon India's policy to investigate all its new interns. Your internship is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.
- 13.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

14. Foreign Nationals

- 14.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of internship with Amazon India.
- 14.2 You are also required to ensure all future correspondence and permissions for continued stay and internship in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.
- 14.3 It is made clear that possessing valid work permit / authorisation at all times of your internship is an inherent requirement of your internship with Amazon India. Any time after the execution of this Internship Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your internship, without notice, with immediate effect, without any liability towards you.

15. Representations and Warranties

You hereby represent and warrant to the Company that:

- 15.1 you shall not, during the course of your internship with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party, except pursuant to written authorization by such third party to do so;
- 15.2 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party;

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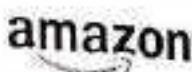


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India

- 15.3 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your internship with Amazon India or that restrict your ability to execute this Internship Letter.
- 15.4 You hereby represent and warrant that the information furnished by you for the purpose of your internship with the Company is true and correct to the best of your information, knowledge and belief.

16. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

17. Waiver

Failure of the Company to insist upon strict adherence of any term of this Internship Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Internship Letter.

18. Severability

The holding of any provision of this Internship Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

19. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Internship Letter and/or Amazon India's Policies and Procedures (as may be applicable to you) may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Internship Letter (e.g., for recovery of damages

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or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

20. Governing Law and Jurisdiction

Your internship, and any disputes which may arise under, out of, or in connection with your internship, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

21. Agreement/Modifications

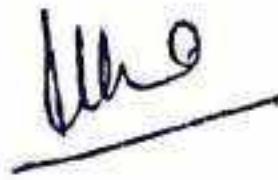
The terms described in this Internship Letter and in Amazon's Policies and Procedures (as may be applicable to you), will cumulatively constitute the terms of your internship, and shall supersede any previous discussions, offers, or agreements relating to your internship, or the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

22. Headings

The Section headings appearing in this Internship Letter are used for convenience of reference only and shall not be considered a part of this Internship Letter or in any way modify, amend or affect the meaning of any of its provisions.

23. Survival

Your obligations under Sections 7, 12, 17, 18, 19, 20 and this Section 23 hereof shall survive the termination of this Internship Letter and of your internship with the Company.

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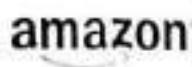
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India

You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of internship.

For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By

Signed by: ZUBAIR CHISHTI
Date: 2022.11.23 12:24:51 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Internship Letter and, after reading and understanding the same, I accept the same on the terms set out herein.

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India

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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

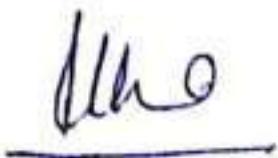
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



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2027-03
JPMorgan

06-Dec-2022

Anushka Agrawal

501, Kamalkunj, Near Kalfi Azmi Park
J.V.P.D, Juhu
-400049
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Anushka,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality

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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:
- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase Intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U74120MH2015PTC266883

Reg. Office: B-1605, Ashok Towers, B, Ambadekar Road, Parel, Mumbai-400012

Corp. Office: 2nd Floor, 375, Hello World, 5th Main, 6th Sector, HSR Layout, Bengaluru, Karnataka 560102

Website: www.workindia.in | Email: Support@workindia.in | HR Email: sunriya.ramkumar@workindia.in

09th November, 2022

Pranav

Bangalore

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Dear Pranav Kumar,

With reference to your application and subsequent interview with us, we are pleased to welcome you to WorkIndia for the position of "Software Developer Engineer, Intern - Bangalore".

Your date of joining is 02nd January 2023.

You will be paid a stipend of Rs. 40,000/- per month, for the duration of 6 months.

Stipend shall be disbursed in accordance with the prevailing remuneration plans of the Company.

The terms and conditions of your employment will be governed by the Company Core Values & Accepted Policies. You will be on probation for a period of one month from the date of joining our company, and will be confirmed thereafter on the basis of your performance. There will be one month of notice period if you wish to resign from your present position at WorkIndia. This offer of employment with WorkIndia is subject to the successful verification of information provided by you.

By accepting this offer you are also confirming that:-

1. You have terminated your employment with your previous employer (if any) or any freelancing work in compliance with their terms and conditions.
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company.
3. WorkIndia is not liable for any past dues owed by you as part of termination of any previous employment.



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ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U74120MH2015PTC266883

Reg. Office: B-1606, Ashok Towers B, Ambedkar Road, Parel, Mumbai - 400012.

Corp. Office: 1st Floor, 375, Hello World, 5th Main 6th Sector, HSR Layout, Bengaluru, Karnataka 560102.

Website: www.workindia.in | Email: support@workindia.in | HR Email: supriya.ramkumar@workindia.in

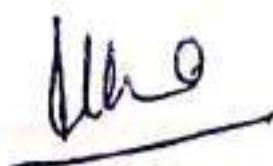
If terms and conditions enumerated in this letter are acceptable to you, please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Congratulations on your appointment. Welcome to the WorkIndia family.

With best wishes,
For Eloquent Info Solutions Pvt Ltd
Moiz Arsiwala



Co-Founder



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UtopiaTech

Enabling Smarter Planet

2022-23

Date: 16th February 2023

To Whomsoever It May Concern

This is to certify that **Mr. Kalpesh Gadhari**, student from Bhartiya Vidya Bhavan's Sardar Patel Institute of Technology Mumbai is associated with our organization UtopiaTech Pvt Ltd in Software department.

Below are few details for the same:

Joining date:	09th January 2023
Timing:	9am - 6pm
Internship profile:	Computer Vision
Tenure:	6months
Location:	Sakinaka, Mumbai - 400072
Stipend:	15,000/-



Mitesh Bajaria
Director
UtopiaTech Private Limited.



UtopiaTech Pvt. Ltd.

CIN U74999MH2017PTC294766

Reg. Address: Unit No. 41, Mehra Compound, Opp. Sakinaka Telephone Exchange Mumbai - 400072

solutions@utopiatech.in

+91-9987418880

www.utopiatech.in

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2022-23

December 16, 2022

Dear **Kushal**

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Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above..

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



12th Floor | IT Building No. 3 | Nesco IT Park, Nesco Complex | Goregaon (East) | Mumbai 400063 | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

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PRIVATE AND CONFIDENTIAL

December 16, 2022

Kushal Shah
By Email

Dear Kushal,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Technology & Data Department.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus payouts by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be prorated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	880,044.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	413,556.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	1,320,000.00	INR p.a.
E. Firm's contribution to Provident Fund	105,605.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	42,310.00	INR p.a.
Cost to Company	1,467,915.00	INR p.a.



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Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 66,000 / 5% of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st 2023. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Mediclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependants a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.



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OBLIGATION TO OBSERVE RULES AND POLICIES

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Future of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the MSCI Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the MSCI Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time,



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PROBATION AND OTHER CONTINGENCIES

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice or payment of fourteen days of base salary in lieu of notice. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice or payment of 60 days base salary in lieu of notice. The Firm reserves the right to change the above mentioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.



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We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

1. I hereby accept employment on the terms and conditions stated above.
2. I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Kushal Shah

Dec 19, 2022

Date

Subject to the agreement of the Firm, my proposed start date is: 17-Jun-2023



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PRIVATE AND CONFIDENTIAL
ANNEXURE I
OTHER BENEFITS:

You will be eligible for the following benefits in addition to those mentioned in your offer letter.

EMPLOYEE ASSISTANCE PROGRAMME

You and your immediate family members can avail of this 24/7 via phone and on-line service which is designed to assist with today's challenges and to provide advice and information to prepare for any major events that may arise in the future.

You can receive free confidential expert advice, specialist counseling, and support in areas such as managing money, responsibilities at work, family matters, illness, etc.

EMERGENCY AMBULANCE SERVICE – CONNECT AND HEAL

You and your immediate family members residing with you are eligible to avail this 24*7, 365 days support in – Medical Emergencies

ANNUAL HEALTH CHECK – CONNECT AND HEAL

On confirmation in service with MSCI you are eligible to avail cashless annual health checkup benefit once in a year.

TELEMEDICINE – CONNECT AND HEAL

24*7 Unlimited Medical Tele-Consultation, CNH will enable general physician consultations via video and audio on a 24*7 basis for unlimited calls. To avail the calls employees shall be connected to a general physician within fifteen (15) minutes of logging of the call. Employees can choose an immediate consult or schedule a consult for a later date and time. Teleconsultations with CNH doctors shall be recorded and that verbal, electronic or written consent by the employees shall be mandatory prior to a teleconsultation encounter.

PREGNANCY CARE (CARENINE PROGRAM) – UNITED HEALTHCARE

Support from health experts for expectant fathers and mothers (employees, Spouse)
Advice on diet, birthing methods, and exercise, and de stressing tips

- Online Pregnancy Portal
- Dedicated buddy (counselor) and dietician
- Unlimited live chat/ phone/email support by dedicated dietician and counselor
- Monthly personalized newsletter based on the development stage of the unborn child
- Online webinars

Nothing in this annexure should be construed as a guarantee of any particular level of benefits or of your participation in any benefits plan. The firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefits and compensation plans in effect from time to time.



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SUMMARY OF MSCI OUTSIDE THE WALL EMPLOYEE TRADING POLICY

Summary: This document summarizes certain requirements of the MSCI Outside the Wall Employee Trading Policy. It does not contain all the terms of the Policy and cannot be relied on in place of the entire Policy.

This Policy Applies to:

- All personnel who are classified Outside the Wall of the MSCI Index business
- All accounts which such a person could reasonably be expected to control or influence -- including all accounts of a spouse, domestic partner, minor child or trust accounts

Brokerage Account Requirements:

- Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities
- Managed accounts in which you grant full discretion to your manager or broker are permitted with prior authorization from Compliance
- Accounts holding MSCI stock or options must be held at E*TRADE or one of the other brokerage firms designated by Compliance ("Designated Brokers"), and must be disclosed on the Compliance Portal

Restricted List:

- All trades must be pre-cleared against the Restricted List immediately prior to placing the trade in the Compliance Portal

Prohibited Products and Trades:

- No stop or limit orders, except for same day orders
- No OTC derivatives contracts, such as OTC options, futures, warrants and swaps

Holding Period:

- 30 days for all investments
- 90 days for any MSCI stock or options

MSCI Inc. Transactions:

- May only trade MSCI Inc. stock during specified Window Periods
- May not trade listed options on MSCI Inc. stock
- May not hold MSCI Inc. stock in margin accounts or managed accounts
- All trades must be pre-cleared against the Restricted List using the Compliance Portal immediately prior to placing the trade
- All trades must be pre-approved on the Compliance Portal no more than 2 days prior to trading

Compliance Portal

- The Compliance Portal can be accessed by typing "complianceportal/" into your MNET Internet Explorer browser



A handwritten signature in black ink, appearing to read "W.H.", is written over a horizontal line.

Accounts and Investment Plans	
Brokerage Account Disclosure	Not Required
MSCI Stock Account Disclosure	Required
Designated Broker Requirement	Not Required (except for MSCI stock accounts)
Mutual Fund Account Disclosure	Not Required
Managed Accounts	Permitted, with prior approval (excluding MSCI stock)
Automatic Investment Plans	Permitted
Pooled Investment Clubs	Not Permitted
Products and Transactions	
Individual Stocks	Permitted
Corporate Bonds	Permitted
Sovereign Debt	Permitted
Mutual Funds and ETFs	Permitted
MSCI Stock	Permitted, during open window periods
Stop or Limit Orders	Permitted (same day only)
Listed Derivatives	Permitted (but note Holding Period applies)
OTC Derivatives	Not Permitted
IPOs	Permitted (but Holding Period Applies)
Private Securities Transactions	Permitted, with pre-approval
Short Selling	Permitted (excluding MSCI stock) but note Holding Period applies
Trading and Holding Periods	
Pre-Clearance	Required
Compliance Pre-Approval	Not Required (except for MSCI Stock, IPOs and Private Securities Transactions)
Holding Periods	30 days. 90 days for MSCI stock
Blackout Periods	MSCI stock blackouts



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MSCI Employee Trading Policy For Outside The Wall Personnel (excluding ESG)

MSCI

January 2022

****For all MSCI Offices****

A handwritten signature in blue ink.

January 2022

Information Classification: CONFIDENTIAL

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I. Statement of purpose

This MSCI Employee Trading Policy (the "Policy") aims to prevent the appearance, and reality, of legal, business and ethical conflicts of interest, and to guard against the potential misuse of confidential information.

It is essential to you, as well as to the reputation and success of MSCI Inc. ("MSCI" or "the Firm"), that you understand this Policy and strictly adhere to it. This Policy supplements, but does not replace, the requirements set forth in the MSCI Code of Conduct, including any region-specific or other applicable supplements to the Code of Conduct. To the extent there is any conflict between this Policy and any other Firm policies or procedures that are applicable to you in each case you are subject to the most restrictive policies and procedures.

The Firm encourages long term investing by employees and strongly discourages short term and speculative trading. You may not engage in personal trading on a scale or of a kind that could distract you from your business responsibilities.

In order to engage in approved trading under this Policy, you must:

- trade only permitted products and securities;
- obtain any required approvals;
- make all required disclosures;
- refrain from trading any securities on a Restricted List;
- refrain from trading during any applicable Trading Blackout Period; and
- comply with applicable Holding Periods.

MSCI expects its employees to recognize and comply with the spirit of this Policy in addition to literal compliance with its terms. Therefore, you must also:

- avoid conduct that may give rise to an appearance of impropriety or of a conflict of interest, and
- never trade on the basis of material, non-public information.

If you have any questions about this Policy's meaning or application, please contact the MSCI Legal and Compliance Department.

II. Who is subject to the policy?

The Firm has implemented a Information Wall, or information barrier, around personnel who are involved in (or who have systems or information access relating to) the design, construction or maintenance of the MSCI Equity Indices. Such personnel are commonly referred to as being "Inside the Wall" or "ITW". All other personnel are commonly referred to as being "Outside the Wall" or "OTW". The





Information Wall consists of physical separation as well as policies and procedures designed to regulate the flow of ITW information.

This Policy applies to all MSCI personnel (excluding ESG) who are Outside the Wall of the MSCI Equity Index business.

This Policy applies to all of your personal accounts, as well as all other accounts that you could reasonably be expected to be able to exercise influence or control (whether or not you actually have such influence or control). Examples of accounts you could reasonably be expected to influence or control and therefore are subject to this Policy include (but are not limited to) the following:

- all accounts of your spouse or domestic partner;
- all accounts of your, your spouse's or your domestic partner's dependent children;
- all trust accounts for which you act as trustee or which you otherwise guide or influence;
- all arrangements similar to trust accounts that benefit you directly or indirectly; and
- all corporate, partnership or custodian accounts controlled, directly or indirectly, by you.

If you are not sure whether you are Outside the Wall of the MSCI Equity Index business, consult the MSCI Compliance Department. Inside the Wall personnel are subject to a different Employee Trading Policy. ESG personnel are also subject to a different Employee Trading Policy.

III. Trading and account rules

A. THE COMPLIANCE PORTAL

MSCI maintains an online Compliance Portal. The Compliance Portal is used to make certifications and disclosures and to obtain approvals, as required by this Policy and the Code of Conduct. In some cases, brokerage account trading may also be monitored through the Compliance Portal.

B. PERMITTED PRODUCTS

You may trade in securities and financial instruments that are not prohibited by this Policy, the Code of Conduct or otherwise, subject to all the relevant restrictions set forth herein and therein.



All trades are subject to the following requirements:

- you must pre-clear securities against the Firm's Restricted List immediately prior to placing a trade;
- you must comply with the applicable Holding Period requirements;
- transactions in MSCI stock or options must take place in a disclosed, approved brokerage account;
- you must avoid any appearance of impropriety or of any conflict of interest; and
- you must not trade, or recommend that others trade, in a security or other instrument while in possession of material, non-public information about the security or instrument.

C. TRADING RESTRICTIONS

The following restrictions are in addition to any other prohibitions or restrictions set forth in the Code of Conduct or any other applicable policies:

1. **Restricted List:** You may not trade securities while they are on the Firm's Restricted List. You must pre-clear securities against the Firm's Restricted List, using the Compliance Portal (Comply Sci) page, immediately prior to placing a trade to confirm that the security is not restricted. Securities can be placed on the Restricted List for a variety of reasons, and in some cases can remain on the Restricted List for a long period of time. The Firm is not obligated to explain why a security is on the Restricted List, or to indicate when a security might come off the Restricted List. Exceptions to the Restricted List prohibition are rarely granted and only in exceptional circumstances. Price decline of a security is not a legitimate basis for requesting an exception to the Restricted List prohibition.
2. **Stop or Limit Orders:** You may not place stop or limit orders, except for same-day orders only.
3. **OTC Derivatives:** You may not trade in over-the-counter derivatives contracts, such as OTC options, futures, forwards, warrants or swaps.
4. **Transactions in MSCI Inc. Securities:** Trading in securities of MSCI Inc. is subject to the conditions and requirements set forth in the Supplement for





Transactions in MSCI Inc. Securities, including trading blackout periods, holding periods and other requirements.

5. **Private Securities Transactions:** You may not engage in any private securities transactions without pre-approval from the MSCI Compliance Department. To seek approval, submit a request using the Compliance Portal. Private securities transactions include investments in privately held corporations, limited partnerships, tax shelter programs and other privately offered interests. Private Securities Transactions. Refer to the MSCI Directorships, Outside Activities and Private Securities Transactions Policy for further details.

6. Publicly Listed Real Estate Products:

Real Estate Employees

Real Estate Employees are defined for purposes of this Policy as those employees involved in MSCI's Private Real Estate product line who have knowledge of or access to either of the following before they are made publicly available ("Non-Public Real Estate Data"):

- information regarding the constituents of MSCI Private Real Estate Indexes (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)
- any client's or data provider's publicly listed real estate fund (including any Real Estate Investment Trust (REIT)) holdings information, including capital growth and rental income of portfolio properties, such as that contained in MSCI Private Real Estate products and services and /or data provider data.

Knowledge of or access to Non-Public Real Estate Data may allow an investor to trade on this information before such information is priced into a publicly listed real estate fund, a derivative of such fund, or a derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics).

Restrictions

- Prohibitions

Real Estate Employees are prohibited from purchasing:

- any publicly listed real estate fund (including REITs);





- any fund, derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)

- **Sale of Current Holdings**

Sales or transfers by Real Estate Employees of previously acquired publicly listed real estate product or their shares must be pre-approved by the Compliance Department through the Firm's Compliance Portal.

7. Client Portfolios and Product Launches:

- You may not buy or sell securities or other instruments on the basis of knowledge of a client's portfolio, potential trading positions, model portfolio scenarios or any client or MSCI product launch or plans.
- You may not "piggyback" or "front run" any client trades or potential trades.

8. OTW Consultants, Interns and Temps Working On-site or with Systems Access:

- On request, you must disclose your brokerage and non-brokerage trading accounts to the MSCI Compliance Department and provide copies of your account statements and trade confirmations.
- On request, all trades must be pre-approved by the MSCI Compliance Department.
- On request, you must comply with the Restricted List and the Holding Period requirements.

D. ACCOUNTS

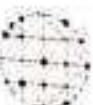
1. Brokerage Accounts.

Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities.

A brokerage account is any account that can hold or execute transactions in equity or debt securities, foreign exchange, commodities or derivatives.

For example, stock or bond trading accounts are brokerage accounts. Accounts that can hold or execute transactions in exchange traded funds or closed end funds are also brokerage accounts for purposes of this Policy. Money market and open-end mutual fund only accounts are not brokerage accounts for





purposes of this Policy. If an account has a brokerage capability, even if you do not utilize it, it is considered a brokerage account for purposes of this Policy.

2. Accounts Holding MSCI Inc. Securities.

Any account holding MSCI securities is subject to the requirements of the Supplement for Transactions in MSCI Inc. Securities.

All employees receiving MSCI stock, RSUs or options as part of their MSCI compensation are provided an E*Trade account. MSCI stock and RSUs may only be held and traded through E*Trade or other designated brokers that report transactions to MSCI via the Compliance Portal for monitoring. Options in MSCI may only be transacted through the E*Trade account provided by the Firm. All transactions in MSCI Inc. securities must be pre-cleared and pre-approved via the Compliance Portal.

3. Non-Brokerage Accounts.

Examples of non-brokerage accounts include:

- **Mutual Fund Only Accounts.** Mutual fund only accounts do not have to be disclosed or maintained at a designated institution. Trading in a mutual fund only account, however, is subject to the Holding Period and Restricted List requirements of this Policy.
- **Cash Accounts.** Money market funds, insurance policies (including annuities), certificates of deposit (CDs), savings accounts and other cash management accounts are also not required to be disclosed or maintained at a designated institution. Additionally, the restrictions in this Policy such as Holding Periods do not apply to these types of instruments or accounts.
- **Physical Share Certificates.** If you hold securities in physical certificate form, you are not required to deposit them in a brokerage account. You may only sell those shares through a brokerage account, or by depositing the shares with the issuer of the security for sale if you have pre-cleared the security against the Restricted List.

4. Managed Accounts.

Generally, With prior authorization from the MSCI Compliance Department, you may open a managed account in which you grant full discretion to the manager or broker. Investments held in such fully discretionary managed accounts are not subject to the Holding Periods, Restricted List or other trading restrictions herein.



You may not hold MSCI Inc. stock in a managed account and you must so inform the manager or broker.

You must obtain pre-approval using the Compliance Portal prior to opening any managed account. You will need to provide the MSCI Compliance Department with a copy of the management agreement that establishes the manager or broker has full discretion over the account and that the account may not trade MSCI Inc. stock.

Full discretion means:

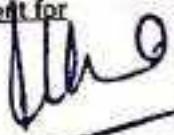
- you may not participate, directly or indirectly, in individual investment decisions;
- you may not be made aware of individual investment decisions before transactions are executed;
- you have no influence in the purchase or sale of specific securities; and
- you may establish general investment guidelines for the manager or broker (e.g., indicating industries in which you desire to invest, the type of securities you want to hold and your overall investment objectives), but the guidelines may not be changed so frequently so as to allow you to direct, or give the appearance that you are directing, the investments in the account (guidelines may not be changed more frequently than quarterly)

5. Automatic Investment Plans.

- You may participate in automatic investment plans (e.g., a scheduled, recurring \$100 investment on the first day of every month in the same mutual fund) provided that you pre-clear the security against the Restricted List immediately prior to (i) the first time you purchase the security through the plan, (ii) your first election to reinvest and (iii) any decision to no longer invest/re-invest in the security.

Participation in the MSCI 401(k) or other Firm retirement or deferred compensation plan (or a spouse's or domestic partner's participation in his or her employer's plans), however, does not have to be disclosed as an automatic investment plan.

You may not invest in MSCI Inc. securities (MSCI) through an automatic investment plan unless pre-approved by the MSCI Compliance Department in accordance with the requirements set forth in the Supplement for Transactions in MSCI Inc. Securities.



**6. ESPPs/ESOPs.**

Investments held through an employee stock purchase plan or employee stock option plan from a previous employer, or by a spouse or domestic partner at his or her employer, are permitted; however, trades are subject to the Holding Periods and Restricted List (for sales).

7. Tax Deferral Accounts.

- You are not required to rollover tax deferral accounts such as a 401(k) account from a previous employer to an MSCI plan or account.
- Trading in any tax deferral account is subject to the restrictions described herein, including with respect to the Restricted List and Holding Periods.

8. No Pooled Investment Clubs.

You may not participate in investment clubs in which members pool their assets to make investments in securities.

9. Additional Disclosure and Cooperation.

If requested, you will promptly provide the MSCI Compliance Department with documentation and any other requested information relevant to this Policy, such as trading activity, account holdings, account statements, trade confirmations and other account or trading information.

The Firm reserves the right to monitor your trading and investment activity. The Firm may request on your behalf, or require you to ensure, that duplicate account and trade confirmations and/or statements are sent to MSCI in the manner requested by the Firm. The Firm may also obtain trading and position data for your accounts either directly from the institution or from a third-party data collection vendor.

Transactions in your accounts may be reviewed by the Firm for a variety of factors such as frequency of trading, potential misuse of confidential information and conflicts of interest. The Firm also may provide information concerning transactions in your accounts to regulatory and governmental authorities.





E. TRADING BLACKOUT PERIODS

1. **Blackouts for trading in MSCI Inc. Securities.** MSCI Inc. securities are subject to trading blackouts surrounding quarterly earnings announcements by MSCI. The scheduled trading blackouts, which are subject to change:

- Begin at the close of trading on the 5th day of the last month of each fiscal quarter (March 5, June 5, September 5 and December 5), and
- End at the beginning of the third full trading day following each quarterly earnings release by MSCI.

Please see the *Supplement for Transactions in MSCI Inc. Securities* for more details.

2. **Additional Trading Blackout Periods.** Additional trading blackout periods may be announced from time to time.

F. HOLDING PERIODS

1. All trades are subject to a minimum thirty (30) calendar day holding period or any longer holding period required by the relevant account or product.
2. Although you may trade listed derivatives such as listed equity options and listed index options, you may not trade any such instruments if by their terms they expire in less than 30 days. If the instrument has a term of greater than 30 days but is exercised (e.g., put or called) in less than 30 days by the counterparty, then you will not be in violation of the 30 day holding period requirement.
3. Transactions in MSCI Inc. securities have a 90 day holding period. For more details, see the *Supplement for Transactions in MSCI Inc. Securities*.

G. MISCELLANEOUS

1. **Additional Requirements.** The MSCI Compliance Department may modify this Policy and impose additional limitations or requirements on employee trading at any time, in its sole discretion.
2. **Trading Privilege Removal.** The Firm, in its sole discretion, reserves the right to cancel or instruct you to cancel any trade, without prior notice to you and at your expense. Additionally, the Firm may require you to freeze your positions due to potential conflicts of interest or the possible appearance of impropriety. The Firm may also, in its sole discretion, suspend or revoke your personal trading privileges at any time.





3. **Definitions of "Buy," "Sell" and "Trade."** As used in this Policy, the terms "buy," "sell" and "trade" and all derivations thereof include all transfers or exchanges, including gifts and charitable donations. For example, if you want to donate stock to a charity, unless otherwise approved by the General Counsel or his/her designee the donation must comply with all of the applicable terms of this Policy such as the Holding Periods and any notification and approval processes.
4. **Inheritances and Gifts.** If you inherit or are gifted any securities or other instruments or accounts covered by the terms of this Policy, you must make any necessary disclosures and transfers and take any other actions necessary to comply with the requirements of this Policy.

IV. Failure to comply

A. COMPANY DISCIPLINE

Violation of this Policy or insider trading or tipping laws may subject you to disciplinary action by the Firm up to and including termination for cause. A violation of this Policy is not necessarily a violation of law. The Firm's Policy is intended to be broader than the law. The Firm reserves the right to determine that specific conduct violates this Policy, whether or not the conduct also violates the law. It is not necessary for the Firm to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

Failure to comply with this Policy may (without limitation) result in one or more of the following as the Firm considers appropriate in the particular circumstances:

1. **Cancellation** or reversal of trades at your expense.¹
2. **Accounting** for and disgorgement of any profit from a transaction that violates the Policy.²
3. **Revocation**, suspension or restriction of trading privileges.

¹ Reversal of a trade means purchasing the same financial product in the same quantity that you sold or selling the same financial product in the same quantity that you bought.

² "Profit" may be measured in a number of ways, including by comparing the actual purchase or sale price of the transaction that violated this Policy with the purchase or sale price of the instrument at the beginning of the period when a transaction would not violate this Policy. For example, if a sale resulting in proceeds of \$100 occurred before the expiration of the applicable holding period would have resulted in proceeds of \$90, profit from the transaction could be measured at \$10.



4. Termination, suspension from employment (with or without pay), reprimand or such other disciplinary action as the Firm considers appropriate in the circumstances.
5. Criminal, civil, or regulatory proceedings and penalties, including damages, fines and sanctions.

B. REPORTING VIOLATIONS

Any person who violates this Policy or any applicable laws governing insider trading or tipping, or knows of any such violation by any other person must report the violation immediately to the General Counsel. Upon learning of any such violation, the General Counsel will determine whether the Firm should release any material non-public information, or whether the Firm should report the violation to the SEC or other appropriate governmental authority.

V. Questions

Questions regarding this Policy may be directed to the MSCI Compliance Department.

A handwritten signature in black ink.



HireRight Reference Guide

MSCI has partnered with HireRight to assist in your background check process. This is required as part of MSCI's global onboarding process to ensure a safe and secure workplace for all employees.

BEFORE YOU BEGIN

- The process will take approximately 30 minutes.

- You will need access to a scanner and desktop PC or laptop. Please do not use a tablet or mobile phone.

- You are required to upload scanned copies of the following mandatory documents:

- Passport (Latest)
- PAN Card
- Aadhaar card
- Appointment/Offer Letters & Relieving letters from all the previous organisations
- Your highest degree attained (Convocation certificate or Final Year Mark sheets)

Photos of documents taken on a mobile device are acceptable if they can be read clearly.

National ID number section - If you have resided in another country Eg. Hong Kong, you may be asked to provide your former Hong Kong Identity Number.

Email Invitation

- You will receive an email from HireRight, with a link to initiate the process. Clicking the link will take you to the login page of the HireRight website.

Register and Complete the Online Form

- Using the login provided in the email, register on the secure website and begin the screening process. Please save your login details for later use.

Checks to be conducted:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

Check before you submit

- Please ensure you use the summary page to check the information entered and make any amendments before you sign the e-consent and submit your information to HireRight.

Contact from HireRight

- HireRight's global representatives may contact you to request further documentation or clarification if any information is omitted.

Help

- Should you have any queries, please contact HireRight via:
- Email: backgroundscreeningasia@hireright.com
- Should you wish to address any areas of concern, please contact your MSCI HR Team immediately

Security

HireRight prides itself on its physical and data security, which include our online platform being accessed via SSL, with secure 3-tier architecture and firewall and IDS protection, along with our own staff vetting amongst many other security measures.



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Mumbai- Kushal Shah- Offer Contract

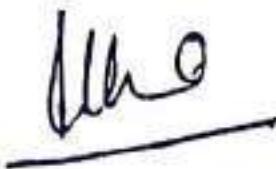
Final Audit Report

2022-12-19

Created:	2022-12-16
By:	Shabha Ansari (Shabha.Anvari@msci.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWynkZZSkGzqVcwR75602ddTNoOseKFNa

"Mumbai- Kushal Shah- Offer Contract" History

- Document created by Shabha Ansari (Shabha.Anvari@msci.com)
2022-12-16 - 7:49:24 AM GMT- IP address: 103.42.194.8
- Document emailed to shahkushal38@gmail.com for signature
2022-12-16 - 7:50:41 AM GMT
- Email viewed by shahkushal38@gmail.com
2022-12-16 - 7:54:20 AM GMT- IP address: 74.125.209.59
- Signer shahkushal38@gmail.com entered name at signing as Kushal Shah
2022-12-19 - 1:35:57 PM GMT- IP address: 43.231.214.151
- Document e-signed by Kushal Shah (shahkushal38@gmail.com)
Signature Date: 2022-12-19 - 1:35:59 PM GMT - Time Source: server- IP address: 43.231.214.151
- Agreement completed.
2022-12-19 - 1:35:59 PM GMT

A handwritten signature in black ink, appearing to read "Kushal".

 Adobe Acrobat Sign

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2022-23



Ms.Tanvi.Pan
Grace House, Gass Road, Navi Wadi,Gass
Vasai
Maharashtra 401203
India

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Offer Letter

Dear Ms.Tanvi

With reference to your application and the subsequent interview & assessment you had with us, we confirm our intent to offer you in Ugam Solutions Pvt Ltd. A Merkle Company at any of the office Location (Bangalore/ Coimbatore/Mumbai/Pune) on the following terms:

Salary: Your step model offer is given below

Starting Salary on the joining date	700,000
Retention Bonus on completion of 1 year	150,000
On completion of 1 year	800,000
Retention Bonus on completion of 2 year	150,000
Total 2-year salary	1,800,000

*On Completion of 2 years

The detailed break-up of your first year's compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join between **July 2023 - Dec 2023**

Training Period: If required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory, the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to

- 1 Your acceptance of this offer within one week of receiving it and
- 2 Your joining will be between **July 2023 to Dec 2023**. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately post joining.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

- 1 Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
- 2 Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
- 3 Copy of last three months' salary slips from your previous employer, if applicable
- 4 Copy of your PAN Card and Aadhar Card (mandatory)
- 5 Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)

Ugam Solutions Pvt. Ltd.
6th Floor, B-Wing, Prism Tower, Noida Link Road, Goregaon (West), Mumbai - 400 104,
Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400 604.
Registered Office : 31st Floor, Sunshine Tower, Sesapati Bapat Marg, Dadar (West), Mumbai - 400 013.
Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website : www.ugamsolutions.com
CIN: U72900MH2000PTC125592



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Mr. S. D. Dantwala
a dentsu company



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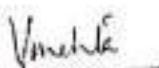
MERKLE

6 Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Merkleites.

Thanking you,

Yours faithfully,



Vaishali Mehta

Sr. Vice President - Human Capital Management

(Declaration)

I, **Tanvi Pen**, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions Pvt. Ltd. A Merkle Company, not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: _____

(For Official use only)

Comments by Authorized Human Capital Management representative

Name and Signature



Ugam Solutions Pvt. Ltd.
6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400 104.
Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Asher IT Park, 162 Road, Wagholi Industrial Estate, Thane (West), Thane - 400 604.
Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.
Board Line No.: +91 22 6652 7300 **Email:** info@ugamsolutions.com **Website:** www.ugamsolutions.com
CIN: U72900MH2000PTC125592

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MERKLE

Ugam Solutions Pvt. Ltd. A Merkle Company

Name	Tanvi Pen
Designation	Analyst / Software Engineer
With effect from	July 2023 - Dec 2023

Annexure I: Salary Structure (in ₹)

Salary Components	Base Month	Base Amount
Fixed Components (FC)	47,984	5,75,806
Basic Salary	28,417	341,000
HRA	14,208	170,500
Hybrid Workplace Allowance	1000	12,000
Special Allowance	4,359	52,306
Bonus (B) +	5,683	68,200
Gross Salary (G)	63,160	622,306
Retirels & Mediclaim (RM)	1,800	55,944
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	16,394
Mediclaim Premium +++	-	18,000
Total Compensation (G + RM)	65,160	700,000
Take Home Before Tax (G - PF)	53,367	622,406

+++ Insurances

1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents
 2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher
 3. Group Term Life insurance coverage of ₹ 20 Lakhs ₹ 12 lakhs + 1.5 times the Total Compensation, whichever is higher
- +++ Mediclaim is an annual policy and goes through renewal each year, the actual amount may differ at the time of joining if there is a change in the premium amount.
- + Includes any bonus payable as per the 'Payment of Bonus Act'
- ++ Payable as per the 'Payment of Gratuity Act'
- ₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution



Ugam Solutions Pvt. Ltd.

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Unit no. A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagholi Industrial Estate, Thane (West), Thane - 400 604.

Registered Office : 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013.

Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website: www.ugamsolutions.com

CIN: U72900MH2000PTC125592

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December 16, 2022

Dear Liman

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Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on at Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



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PRIVATE AND CONFIDENTIAL

December 16, 2022

Limark Dcunha
By Email

Dear Limark,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Technology & Data Department.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus payouts by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be prorated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	880,044.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	413,556.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	1,320,000.00	INR p.a.
E. Firm's contribution to Provident Fund	105,605.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	42,310.00	INR p.a.
Cost to Company	1,467,915.00	INR p.a.



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Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 66,000 / 5% of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st 2023. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Mediclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependants a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.



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**OBLIGATION TO OBSERVE RULES AND POLICIES**

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Future of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the MSCI Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the MSCI Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.



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PROBATION AND OTHER CONTINGENCIES

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice or payment of fourteen days of base salary in lieu of notice. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice or payment of 60 days base salary in lieu of notice. The Firm reserves the right to change the above mentioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.



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We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

- I hereby accept employment on the terms and conditions stated above.
- I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Leedunha

Dec 19, 2022

Date

Subject to the agreement of the Firm, my proposed start date is: 12-Jun-2023



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Office: T +91 22 6784 9120 | F +91 22 6784 9121

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JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

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Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



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07-Dec-2022

Shraddha Thaker
601, Malinath Apt, Sarvodaya Nagar, Mulund West
-400080
MUMBAI
Maharashtra
INDIA

Dear Shraddha,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



W.M.G
W.M.Q

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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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[Signature]

the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality

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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date

iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if

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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems, terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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- comply with the following personal trading requirements:
1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts.
 2. I understand that the Firm has the right to request account information for any of my Covered Accounts.
 3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards, and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, precleaning trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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143. I.T.

2022-23



Date: 22/06/2022

Sub: Contract of Employment.

Dear Aakash Shallesh Sondagar,

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We refer to the discussion you had with us and take pleasure in offering you the position of "Software Developer" with our organization effective 01/08/2023. You will report to technical lead of a project you are deployed. The company has the flexibility to deploy you on other customer assignments as and when required.

Your annual CTC will be Ten Lakh only, the details of which are mentioned in Annexure 1.

As discussed and confirmed the start date is 01/08/2023. Please find enclosed your contract of employment which sets out the terms and conditions of your employment. Please review the document and return one signed copy to me prior to your start date.

Please note that this contract is subject to receiving two satisfactory references. These should be supplied prior to commencing employment.

On your first day with Wohlig Transformations Pvt. Ltd. please bring the documents as mentioned in email; if you have not already submitted them before joining.

In the meantime, should you have any further questions or questions relating to the contract of employment, please do not hesitate to contact me.

We welcome you to the Wohlig Transformations Pvt. Ltd. family and wish you a rewarding career over the years to come.

Yours sincerely,

Acceptance Confirmation:

For Wohlig Transformations Pvt Ltd

Aakash Shallesh Sondagar

Authorized Signatory
Mr. Chirag Shah - Director



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Contract of Employment (Terms & Conditions)

Your employment will be governed by the following terms and conditions.

1. Date of Commencement of Employment:

Your employment with the Company shall commence on 01/08/2023.

2. Location:

Your current location of employment shall be Wohlig Transformations Pvt. Ltd., Mumbai. However, the Company reserves the right to transfer you to any of its offices, Associate Companies located in India or any other location globally, whether now in existence or to be set up hereafter. In case the current posting location changes, then your salary will be adjusted according to your country of posting as per policy, in case the Tenure at Client Location gets Over, you will soon be transferred to Wohlig Transformations Pvt. Ltd (Head Office) and your Salary will be adjusted as per Company Policy.

3. Working Hours:

The working hours applicable to you will depend upon your place of posting and as amended from time to time. Further, you may be required to work on any shift, as may be warranted by the Company/Client's work requirements. Further, depending on Company's requirement or project contingencies, your working hours may be modified / altered from time to time. You may also be required to work in shifts or on holidays and weekends depending on the nature of the project.

4. Leave:

You are entitled to 16 days of paid leaves and national holidays during the calendar year. Please refer to Company's leave policy for details. (Will be explained by HR at the time of joining day).

5. Increments and Promotions:

Any increase in salary & promotion will depend solely on your performance and contribution to the Company's growth & shall be governed by the company's appraisal process.

6. Variable Payout:

The Variable pay, if applicable to you, will be paid-out as per existing policy in line with the periods or cycles of payments. However, the variable pay will not be payable if you are not on the Company rolls or, have resigned and/or, serving notice period on the date of disbursement.



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Mr. O





7. Bond Clause:

There will be a bond for a period of 2 year and notice period of 8 weeks. If employee doesn't serve 2 year of bond is liable to pay Wohlig Transformations Pvt Ltd 2 months of gross salary (current gross salary at the time of leaving) with 18% GST as training fee, simultaneously if doesn't serve 8 weeks of notice period is liable to pay Wohlig Transformations Pvt Ltd 2 months of gross salary (current gross salary at the time of leaving) with 18% GST as training fee.

Notwithstanding the above condition, the contract of service may also be terminated because of under mentioned stipulations.

8. Notice Period:

Your services can be terminated with one month's notice or payment of one month's basic pay in lieu thereof on either side. Your confirmation is subject to your performance during the three month of probation period and the same may be extended if your performance is found to be not satisfactory. On confirmation as a regular employee, you will be required to give 8 weeks' notice in lieu thereof in case you decide to resign from the services of the Company. Acceptance of resignation during probation period or after confirmation will be at the sole discretion of the management.

The Company at its sole discretion may decide to terminate your services during probation period/employment due to poor performance without any notice or pay in lieu thereof.

Further, in case your services are terminated due to any act of "moral turpitude", no notice pay/compensation in lieu thereof will be paid. At its sole discretion, the Company may also decide to withhold salary & any other payment till the final outcome/disposal of the case.

9. Background Checks:

The Company and/or its agents may, at its discretion conduct background checks at any point in time to validate your identity, address, education details and details of your prior work experience, if any, and also conduct any criminal-checks. By accepting this letter, you expressly consent to the Company conducting such background/criminal checks. In this connection, you are required to furnish the documents listed in "Offer Annexure-2". If the Company is not satisfied with the outcome of the background checks, it reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

However, when a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company.



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10. Covenant of Non-Disparagement:

You agree that, during the period of employment and at all times even after termination of employment with the Company, you will not directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind,

whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its directors, affiliates, subsidiaries, employees, agents or representatives (collectively, the "Company Representatives"), or that reveals, discloses, incorporates, discusses, includes or otherwise involves any confidential or proprietary information of the Company or its subsidiaries or affiliates, or to malign, harm, disparage, defame or damage the reputation or good name of the Company, its business or any of the Company Representatives.

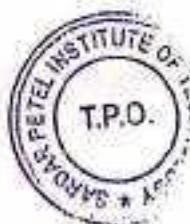
11. Confidentiality & Intellectual Property

During your employment with the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose nor cause the disclosure of any such data in any manner whatsoever. You will also be responsible for the protection and furtherance of the Company's best interests at all times, including after you cease to be on the Company's rolls. You have to safeguard Wohlig Transformations Pvt Ltd and its customers Intellectual Property Rights and confidential information even after termination of your employment or business relationship with Wohlig Transformations Pvt Ltd.

All software, systems, ideas, concepts, designs, documentation or any other material produced by the employee during the period of his / her assignment belongs to Wohlig Transformations Pvt Ltd.

Intellectual Property of Wohlig Transformations Pvt Ltd or that of its Customers. The employee will not have any rights to such material described as above.

During your employment with the company you will comply with the provisions of the Information Security Policies and Procedures of Wohlig Transformations Pvt Ltd at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. You will also classify & manage all data under your control & ownership as per company's policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at Wohlig Transformations Pvt Ltd & non-compliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of Wohlig Transformations Pvt Ltd.



1234

Uma



12. Other Terms & Conditions:

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services in the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination/ resignation by you of your services without the required notice having been given. In exceptional circumstances consent may be given, subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

In the event of your leaving the Company's services, you are expected not to take up employment or enter into any type of business/commercial association with any of the Company's clients or their associates, for a period of two years from the date of cessation of employment.

You hereby acknowledge and agree to abide by all internal policies of the Company. The same shall either be expressly provided to you or they shall be available at the Company's intranet website.

Furthermore, the Company has various human resource and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

This offer is open for 7 days from the date of this letter, failing which this offer will stand withdrawn and cancelled automatically, without any further notice to you.

For Wohlig Transformations Pvt Ltd

Acceptance Confirmation:

Aakash Shailesh Sondagar

Authorized Signatory
Mr. Chirag Shah - Director

A handwritten signature in black ink, appearing to read "Aakash Shailesh Sondagar", followed by a solid horizontal line underneath.



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ANNEXURE 1
Compensation Detailed Sheet

EARNINGS	MONTHLY	ANNUALLY
Earned Basic	58,333	7,00,000
HRA	25,000	3,00,000
DEDUCTIONS		
Employee PF	1,800	21,600
Professional Tax	200	2,500
TDS	Yes Applicable	
Total Deduction	2,000	24,100
Net Salary	81,333	9,76,000
Gross Salary	83,333	10,00,000

***Please Note:**

- TDS will be deducted as per the investment & declaration and as per Provision of income tax Act.
- TDS amount will be changing every financial year.
- PT for the month of February will be 300.
- Decimal figures rounded off to the nearest number.
- Gratuity shall be payable as per the provisions of payment of Gratuity Act.
- Provident Fund amount is directly credited to employees PF account.
- All deduction related to PF, PF, welfare fund & income tax on monthly gross Salary.

For Wohlig Transformations Pvt Ltd

Acceptance Confirmation:

Authorized Signatory -
Mr. Chirag Shah – Director

Aakash Shailesh Sondagar



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ANNEXURE 2

List of Documents to be submitted

No	Documents
1	Color Xerox of Aadhar Card Copy – Front/Back Side – 02 Set
2	Color Xerox of Pan Card Copy – Front/Back Side – 02 Set
3	Passport size photograph – 02 Nos
4	Photocopy of previous company experience letter
5	Photocopy of previous company relieving letter
6	Photocopy of previous company last 3-month salary slip
7	Photocopy of Declaration from previous company (Form 16 / Salary Certificate)
8	Photocopy of previous company Increment letter
9	Photocopy of Qualification Certificate (SSC/HSC/Degree/Diploma)
10	Photocopy of Passport Copy – Front / Back Side.
11	Photocopy of Temporary Address Proof (Agreement/Electricity, etc.)
12	Certificate of Fitness copy,

Acceptance Confirmation:

Aakash Shailesh Sondagar



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Tel: +91 22 3332 1600
www.bdo.in

The Ruby, Level 9, North West Wing,
Senapati Bapat Marg, Dadar (W),
Mumbai 400028, INDIA.

December 12, 2022

Internship Letter

Name : Sandesh Banika
Location : Mumbai

Dear Sandesh,

We are delighted to welcome you to BDO family as an Intern in the Technology Services team.

BDO is a leading professional services organization and are global leaders in the mid-tier segment. BDO India LLP ('BDO India' or 'the Firm') is a member firm of BDO International, the 5th largest Accounting Network in the world.

At BDO India, we offer Assurance, Tax, Advisory and Business Services & Outsourcing for both domestic and international clients across a range of industries.

We take pride in offering our service portfolio built on the back of a rich blend of experience and expertise, bringing to fore a work culture that is both client-centric and knowledge driven. We believe in quality underpinning all that we do. We endeavor to deliver truly exceptional client service through a tailored solutions approach, while partnering with our employees and clients globally.

We welcome you to be part of our onward journey to build a world-class Firm.

Date of Commencement	: 9 January 2023
Duration	: From 9 January 2023 to 10 July 2023
Business Function	: Technology Services
Stipend	: Rs. 10,000/- (Rupees Ten Thousand Only)
Location	: Mumbai

Best wishes for an exciting and successful stint with us!

For BDO India LLP

Digitally signed by Meenakshi Ganju
Date: 2022.12.12 14:06:44+05:30

Meenakshi Ganju
Partner & CPO - Human Resources

Signed and accepted,

Name:
Date:

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. AAB-7880, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Regd. Office: The Ruby, Level 9, North West Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA



JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

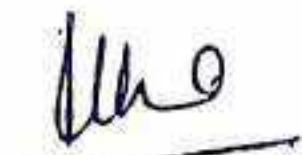
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

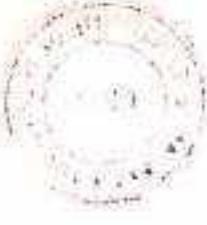
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.





1239



24-Nov-2022

Shriya Srivastava,

B4 LIC Colony

Santacruz West

400054

MUMBAI

Maharashtra

INDIA

Dear Shriya,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Global Risk & Compliance Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR1,50,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period,

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

b) By the Company at any time without notice or compensation if you:

i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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1245

B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

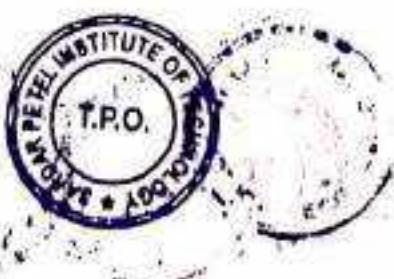
B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



John

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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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1247

any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



A handwritten signature in black ink, appearing to read "Mr. S. N.", written over a blue horizontal line.

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B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



A handwritten signature in black ink, consisting of a stylized 'M' and 'O', written over a horizontal line.

- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will

John



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Comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

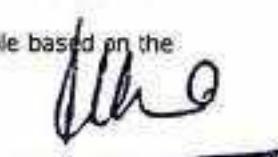
Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the



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job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Shriya Srivastava

Accepted Date: 2022-11-24T18:31:07.799+00:00

IP Address: 103.113.255.76



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Siemens Industry Software (India) Private Limited

Rhugweda Shedge,
19/19, Bazar Peth, Azad Chowk, Murud-Janjira, Raigad,
Maharashtra-402401.

Internship Offer

Dear Rhugweda,

We are pleased to accept you as an intern for the period starting from 9th January 2023 to 7th July 2023, subject to terms & conditions mentioned under Annexure 1 and Annexure 2.

You will undergo internship with Siemens Industry Software (India) Private Limited ("Company") at Mumbai location.

This Consulting Agreement shall be effective as of 9th January 2023 and shall remain in force 6 Months. However, the contract can be canceled at any time with or without cause, by written notice from either party to the other delivered not less than One Month prior to the specified date of cancellation.

The address and contact details of our organization are as follows:

Siemens Industry Software (India) Private Limited
Unit No. 9A, 9th Floor,
North Tower, Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079.

During this period of internship, we shall pay you a monthly stipend of INR 40000, subject to applicable taxes. You shall not be entitled to any other amount, unless pre-approved by Company in writing.

Components	Monthly	Annually
Basic	20000	240000
Flexible Allowance	20000	240000
Base Stipend	40000	480000
Company's (PF)	2400	28800
CTC	42400	508800

In case you need any further information, please feel free to contact us.

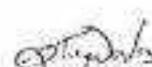
Yours faithfully,

For Siemens Industry Software (India) Private Limited

Vachher
Ankur

Deputy signed by Vachher Ankur
On behalf of Ankur, Ankur
Date: 2022-12-16 20-01-29 +05:30

Ankur Vachher
Senior Manager Talent Acquisition


Accepted By:
Rhugweda Shedge
Date: 19-12-2022

Siemens Industry Software (India) Pvt. Ltd.
Regd. Office : E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India
Corporate Identity Number U12500DL1908 PT CO04315

Tower C, Survey No. 21,
Panchsheel business park
Belawadi, Pune 411045

Phone: +91 20 46882000
Fax: +91 20 46882001

www.siemens.co.in/pml

indiamarketing.pml@siemens.com



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ANNEXURE - 1

TERMS & CONDITIONS OF INTERNSHIP

1. The Intern shall observe and conform to such duties, directions and instructions as communicated to him/her by the Company and those in authority over him/her.
2. The Intern, during course of Internship, may have access to Company's proprietary information, including trade secrets, industry knowledge, and other confidential information. Intern will not share or disclose any of the proprietary information at any time or in any manner whatsoever, without the prior written consent of the Company. The Intern also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after expiry or termination of the Internship.

The Intern shall comply with the Social Media guidelines/ policy of the Company and shall not publish details of the Company on any social media platforms.

3. The Intern shall not during the continuance of his/her Internship, without the consent of the Company in writing, be employed or render services, directly or indirectly, in any other trade or business, employment, or occupation whatsoever and will devote the whole of his/her time and attention to his/her duties with the Company.
4. Any software, application, database etc., including packages as well as its associated documentation developed by the Intern during course of the internship shall be sole and exclusive property of the Company. The Intern shall not use any of the designs, drawings, software, literature, machines etc., of the Company or which he/she develops during course of the internship for any purpose other than Company's business.
5. The Intern shall be true and faithful to the Company in all his/her accounts, dealing and transactions relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the same.
6. The Intern shall be responsible for the safe return of all the properties, assets of the Company including, but not limited to any drawings, data software, employee data, notebooks, manuals, documents, customer lists, specifications, files, or other records of any nature or any reproduction thereof which may have been provided to you during the course of your internship with the Company or which may be in your use, custody, care or charge. For the loss of any property of Company in your possession, Company will have a right to assess the value of the loss on its own basis and recover the damages as it deems proper in the event of Intern's failure to account for such material or property.
7. The Intern can be terminated without notice in the event of being found guilty of any fraud, criminal offense, dishonesty, disobedience, negligence, misconduct or conduct which is likely to be prejudicial to the interests of the Company, or for absence from duty without intimation, breach of company's code of conduct and business ethics or for providing wrong information related to personnel records.
8. The Intern will not be an "employee" or a "workman" for the purposes of any employment statute and there is no assurance or guarantee that Intern will be employed by the Company upon completion of internship.
9. The Intern shall also keep the Internship terms and conditions strictly confidential. Any disclosure will constitute a breach and may result in termination of Internship.

Siemens Industry Software (India) Pvt. Ltd.

Regd. Office : E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India

Corporate Identity Number U12500DL1998PTC094315

Tower C, Survey No. 21,
Panchsheel business park
Belawadi, Panaji - 403045

Phone +91 20 46882000
Fax +91 20 46882001

www.siemens.co.in/india
indiamarketing@siemens.com



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10. The Intern shall abide by all applicable terms and conditions of the Company, including Business Conduct Guidelines which are in force, or updated from time to time. The Intern may take leave during course of Internship after taking prior written approval from the reporting manager.
11. The Company as a part of your background check may collect personal information, including but not limited to, your bank details, credit history, medical records and history, and such other personal data or information as it may deem necessary, from time to time, as necessary for the purposes of your internship. The Intern hereby acknowledges and grants consent to the Company for collecting, using, processing, storing, disposing off, and transferring, whether to any other group company, or to third party service providers, within or outside India, any such personal information relating to the Intern.

I have read and understood terms and conditions mentioned under Annexure 1 of the internship letter.

(Signature)

Date: 19-12-2022



Siemens Industry Software (India) Pvt. Ltd.
Regd. Office : E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India
Corporate Identity Number U12500DL1998PTC094315

Tower C, Survey No. 21,
Panashil business park
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Phone +91 20 46882000
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www.siemens.com/insight
india_recruitment_dlm@siemens.com



Barclays Global Service Centre Private Limited
Registration Office: 5th to 12th Floor (B Wing)
Building G2,
Gita Gramamurram G-2,
Sector No. 65,
Kharadi,
Pune - 411014
(Off - 07222681079/11232677)
Tel: +91 20 67162777; Fax: +91 20 67162777

www.barclays.com

17 April 2023

Joy Silvester Almeida
299, Suleshwar Road,
Dalmet Wadi Nirmal,
Thane,
401304

Dear Joy Silvester,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("Employment Letter").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas

Sarada Srinivas
Head - HR Operations and Payroll



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Summary of Key Terms

Introduction to this Section

This section is intended as an 'at a glance' summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name	Joy Silvester Almeida
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.
	In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.
Working Hours	Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work. The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift. You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.
Initial Place of Work	You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SE2, Survey No.65, Village Kharadi Pune - 411014. However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.



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Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, dues, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, dues, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and / or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or



examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice; however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.



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Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post-Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group.

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.



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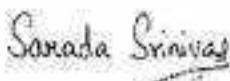
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Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



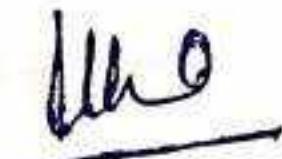
Sarada Srinivas
Head - HR Operations and Payroll
17 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282348
Contract Type: India Grad Offer Letter


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Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.



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Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.



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2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.



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5. Salary and allowances:

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award:

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
 - (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct, negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other



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amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ('MRT') roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

- (a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and / or
- (b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.9 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your



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participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

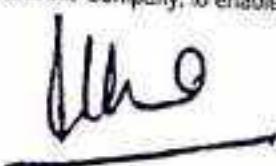
- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

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the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;



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(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.



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Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your Intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;



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(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.



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19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid.

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.

20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post-termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:



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(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms:

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 19.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

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no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety



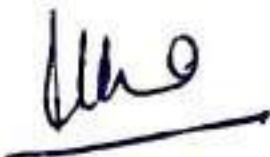
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- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

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APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Joy Silvester Almeida
Offer electronically accepted on: Apr 18, 2023, 10:46 PM GMT+05:30



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July 25, 2023

Ms. Shruti Vishwanath Shetty
E- 303, The Trees, Godrej and Boyce Factory Rd, Parelshnagar, Harlyali,
Vikhroli East
Mumbai- 400079
Maharashtra

Email id: shruti.shetty@quantiphi.com | +91 (93243) 14921

Dear Shruti,

We are pleased to offer you the position of Framework Engineer in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 20-Jul-2023 or at such time as may be agreed to between the Company and you.

Your annual remuneration on a cost-to-company basis will be of 8,50,000 per annum (Eight Lakh Fifty Thousand Only). Details of your compensation package are in Annexure 1 of this letter.

Your appointment will be governed by the following terms and conditions:

1. Your employment is contingent to a successful background/reference check that the Company may conduct at its discretion.
2. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
3. Your initial work place will be Mumbai. You will be liable to transfer in such capacity as the Company from time to time determine to any other location, department, establishment or client of the Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
4. You will be required to work 8 hours a day, excluding lunch and tea breaks. All Saturdays & Sundays in a month will be off. Weekly offs will be governed by the roster and as applicable and as per Company policies and regulations from time to time.
5. You will be entitled to 24 working days leave per annum, provided you have successfully completed your probation with the Company, subject to prior approval of the Company. All matters relating to leave, including accumulations, shall be as per the leave policy formulated by the Company.
6. You may be required to undertake intercity travel on Company work and you will be reimbursed travel expenses for this as per Company rules.
7. It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
8. During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business.
9. Your performance will be evaluated periodically by your supervisors. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
10. This employment is an 'at will' employment. Which means that, notwithstanding any other provision of the terms and conditions as detailed herein, depending on the reason for termination or the absence of any cause or reason, the Company reserves the right to terminate your appointment without notice or at a notice period as determined by the Company and without any payment in lieu of the notice period. This contract of employment is terminable by you giving advance written notice as follows:
 - 4 months, if you choose to leave the Company within 30 days from Date of joining;
 - 3 months if you choose to leave the Company after 30 days but within 60 days from date of joining; and
 - 2 months if you choose to leave after 60 days from the date of joining
11. During the period of your probation, however, the Company may terminate the contract by giving one week's notice period or immediately.
12. Your employment is contingent to a successful background/reference check that the Company may conduct at its discretion for conducting background/reference check by the Company, all the documents (listed in the annexure) must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background

Quantiphi Analytics Solutions
Private Limited

Version 3.1

504 Quantum Towers, Parel, Mumbai
Behind State Bank Of India, Off SV Road,
Malad (West), Mumbai- 400064.

TIN
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+91 22 2844 1201
support@quantiphi.com
https://www.quantiphi.com



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- verification agency, the link of which will be shared with you on the day of joining. Such uploading must be completed, by you, within one day from your date of joining specified above.
- In the event you fail to do so, the Company shall, at its sole discretion:
- withdraw this offer/employment letter; or
 - terminate your services without liability
12. The Company can forthwith terminate your employment without notice or any payment in lieu thereof on grounds of:
- any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect, misleading or false, and/or
 - if you have suppressed material information regarding your qualifications and experience
 - Breach of Company policies/ies or misconduct by you either with fellow employees/clients/customers, etc.
 - Your performance is found to be unsatisfactory
13. You confirm that there is no litigation/conviction/case/suit against you before any court of law or any regulatory or statutory authority which involves any criminal offence or offence involving moral turpitude or any civil matter or domestic matter.
14. You will be required to maintain high standards of personal conduct and integrity and keep yourself informed and compliant about Company policies.
15. In case you absent yourself for a continuous period of 8 days without information and/or prior approval of your supervisor, the Company can forthwith terminate your services without notice or any liability towards any payments or dues owing or owed to you. The Company also reserves to take any action it deems fit due to such absence by you, including informing your new employer, if any, or addressing the issue publicly through any medium.
16. During the term of your employment and for a period of 2 (two) years after your employment, you shall not, either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other employee, consultant, customer, service provider, etc., away from the Company or engage in any activity which is competitive to the business of the Company.
17. During your association with the Company information in various forms will be shared with you, some of this information will be of a classified nature. You will be expected to protect any such information. You shall not during your said employment or at any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever for your own purpose or for any purpose other than that of the Company any information or material pertaining to the Company either directly or indirectly. All inventions, improvements and discoveries made by you (either alone or jointly with another person(s)) during your association with the Company will become the property of the Company. As a condition of your
- employment, you will be required to sign the Company's standard form of Employee Confidentiality, Non-Disclosure and Intellectual Property Assignment Agreement attached as Exhibit I to this Agreement at the time of your joining. The Company retains sole ownership of any and all the intellectual property rights relating to copyrights or any other rights created pursuant to your employment with the Company and concerning work undertaken while in the employment of the Company.
19. As discussed with you, we understand that you have a few disclosures to be made to the Company in line with the Company's policies. The true, accurate and complete list of disclosures is as specified in Exhibit I to this Agreement. You expressly confirm and agree that with respect to the disclosure made by you in Exhibit I, the subject matter of disclosure will not in any manner hinder, hamper, adversely affect or cause any kind of nuisance or disturbance to the Company and its employees. Neither will such subject matter of disclosure adversely impact or affect your performance as an employee of the Company. In this regard, you expressly agree, acknowledge and undertake to indemnify the Company, its officers, employees and Directors against any and all suits, claims, orders, proceedings, etc., which may be brought against them or due to which they face any kind of consequence/s either directly or indirectly.
20. At the time of retirement/termination/resignation you will immediately hand over to the Company all correspondence, documentation, data, software, materials, business cards, pen drives, mobile phones, laptops, iPad's etc. belonging to the Company, its clients or relating to its business and shall not make or retain any copies of these items.
21. Your salary review, medical benefits and assistance, leave and holidays, hours of work, the other various employee benefits you are entitled to, etc., shall be in accordance with relevant policies formulated by the Company and contained in the Manual of Policies, a copy of which will be furnished to you at the time of your joining the Company.
22. Retention bonus, if any, that is payable will be notified to you and because due only upon completion of the term related with such retention bonus and as detailed in the policy framed by the Company in this regard. Variable pay, if any, by whatever name it is called, including but not limited to performance bonus, that is part of the compensation structure shall not be payable, either in part or in full, in case the employee submits a resignation of employment. This is applicable irrespective of whether such variable pay would have otherwise become due on or before the last working day.
23. During your association with the Company you are expected to respect and adhere the Company values and beliefs and protocol. It is important for us that every person who works with the Company understands what we value in our work, our people, and our interactions with the outside world. The expected behavior, conduct with colleagues and fellow employees and customers, vendors, etc., are mentioned in the policies.

Quantiphi Analytics Solutions
Private Limited

Version 1.1

104, Quantum Tower, Rd.
Behind State Bank Of India,
Matai (West), Mumbai-400012



On
Printed
Email:
Web Site:

91-7000000101 ext 120
+91 22 2366 120
http://www.quantiphi.com
info@quantiphi.com

24. This agreement cannot be assigned to any third party by the employee.
 25. This Agreement will be governed by the laws of India. All disputes arising pursuant to this Agreement will be resolved in accordance with the provisions of the

Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Mumbai and shall be conducted in English language. The Parties submit themselves to the exclusive jurisdiction of the Courts of Mumbai.

Quantiphi-Career Development Program (Q-CDP):

- The Quantiphi Career Development Program is designed to provide you with learning opportunities which are both challenging and rewarding
- With the aim to have a meritocracy driven culture and reward you based on your performance this program helps in defining the career path for the next three years in the organization
- During your tenure with us, you will be subjected to continuous performance evaluation
- This program also gives you a projected view on your compensation structure with us for the next 3 years
- Your annual performance rating will define your percentage of appraisal on the fixed and QCDP bonus

The QCDP earning potential:

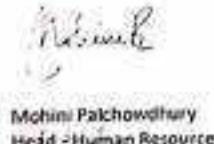
Rating	% Increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	30%	2,50,000
Always Outstanding	30%	3,50,000

Terms of this offer letter shall be kept strictly confidential.

Terms of this offer letter shall be kept strictly confidential.

Welcome to Quantiphi. We take this opportunity to wish you all the very best and look forward to your contribution in making Quantiphi a great organization.

Yours sincerely,
 For Quantiphi Analytics Solutions Private Limited,


 Mohini Pat Chowdhury
 Head - Human Resource

Please indicate your acceptance of the terms by signing and returning the duplicate copy.

Name Shruti Vishwanath Shetty

Date 26/07/2023

Signature 

Documents to be submitted on joining:

- Your duly accepted resignation letter/relieving letter from previous employment
- Previous experience certificates.
- Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and post-graduation).
- Last 3 months' pay slip
- Proof of date of birth.
- Proof of current address
- PAN Card



Quantiphi Analytics Solutions
 Private Limited

Version 1.1

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 Sector 80, Noida, UP 201301,
 India (West), Mumbai 400084

LIN
 PEGASUS
 EMAIL:
 VISHNU.TEETI@QUANTIPHI.COM
 +91 22 2589 3303
 support@quantiphi.com
 https://www.quantiphi.com

- i) Copy of latest valid passport
- ii) Latest Passport size photograph
- iii) Banking details for online salary deposit

Compensation Structure

Annual Remuneration	Amount (Rs.)
Fixed CTC	650,000
QCDP Bonus	200,000
Total Cost to Company (CTC)	850,000

Indicative Break-up of the remuneration:

Fixed Components :	Amount (Rs.)	
	Annual	Monthly
I. Basic	325,000	27,083
II. HRA	162,504	13,542
III. Conveyance Allowance	19,200	1,600
IV. Medical Allowance	15,000	1,250
V. Leave Travel Allowance	27,072	2,256
VI. Special Pay	101,224	8,435
A. Gross Salary	650,000	54,167

Deductions :

I.	Employer's Contribution to PF	21,600	1,800
II.	Employer's Contribution to Gratuity	15,636	1,303
III.	Professional Tax	2,500	200
B.	Total Deductions	39,636	3,303
C.	Net Salary (A - B)	610,364	50,864

Indicative calculation of the monthly take-home remuneration:

(this calculation is pre-tax)

<u>Net Salary</u> (C)	50,864
<u>Deductions</u>	
- Employee's Contribution to ESIC	
- Employee's Contribution to PF	1,800
D. Total Monthly Salary	49,064

Quantiphi Analytics Solutions
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- As and when ESIC becomes applicable to you and to the company the same will be deducted from your remuneration.
- Performance linked Incentives, if any, shall be paid as per company policy.
- As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
- If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- Pro-rating will be applicable for the payment of variable CTC like PLI and other bonuses.
- An employee is entitled for the Group Mediclaim of Rs. 500,000 and Group Term Life insurance of Rs. 700,000 per year as per the company policy.
- An employee can avail for the Tax exempting Paytm food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
- You will be further inducted on the performance system on the day of joining.
- The above take home will be subject to deduction of Income tax at source [TDS] as per income tax rates as applicable from time to time.
- Gratuity shall be paid as per The Payment of Gratuity Act, 1972.
- QCDP Bonus of INR 2,00,000/- paid to you in the August 2023 Payroll Cycle and will be refundable, if you resign from your position in the Organization within 15 months of receiving the amount.

This is to certify that I have read this Employment Letter, the Employee Confidentiality Agreement, Intellectual Property Assignment Agreement and all the other policies and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Signature:



Name:

Shruti Vishwanath Shetty



Quantiphi Analytics Solutions
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Version 1.1

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Behind State Bank Of India, Off S.V Road,
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1284

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12AB
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Exhibit I

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

THIS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is entered on this day between Quantiphi Analytics Solutions Private Limited (the "Company"), and Ms. Shruti Vishwanath Shetty ("Employee"). In consideration of the commencement of Employee's employment and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

1. EFFECTIVENESS.

This Agreement shall become effective on the earlier of (i) the date of commencement of Employee's employment with the Company, or (ii) the date and time at which any Confidential and Proprietary Information (as defined in Section 2 below) was or is first disclosed to Employee.

2. CONFIDENTIAL INFORMATION.

In the context of this Agreement, the term "Confidential Information" means the Confidential Information of the Company including its affiliates as set forth below (collectively the "Company"):

- (a) Company Internal Information which includes but is not limited to:
- (i) tax records, financial information, such as the Company's earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
 - (ii) employee/personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
 - (iii) transaction details such as names or address, terms of services, contracts of particular transactions, or related information about potential customers; marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
 - (iv) customer information, such as any compilation of past, existing or prospective customers, customers' proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;

(v) all data and information collected from the worldwide web or through any other medium to further the business of the Company.

(b) Company Intellectual Property which includes but is not limited to:

- (i) all Indian or international and foreign patents and applications to copyrights, copyrights registrations and applications therefore, and all other rights corresponding thereto throughout the world;
- (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, data, information and customer lists, and all documentation relating to any of the foregoing;
- (iii) all Internet domain names, universal resource locators;
- (iv) all Software, whether owned or licensed by the Company;
- (v) all industrial property and industrial designs and any registrations and applications therefor throughout the world;
- (vi) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world;
- (vii) all databases and data collections and all rights therein throughout the world;
- (viii) all moral rights of authors and inventors, however denominated, throughout the world.

(c) Company Business Information which includes but is not limited to:

- (i) business plans, mechanisms, business related functions, activities, business systems, processes and services;
- (ii) trade secrets, business strategies, marketing strategies, methods of operation and market information;
- (iii) other valuable information, confidential information and trade related information relating to the business and activities of the Company and useful or necessary for the success of the Company's business and activities.

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Version 1.1

504, Quantum Towers, 2nd Floor,
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<http://www.quantiphi.com>

3 PROTECTION OF CONFIDENTIAL INFORMATION.

- (a) **Company Information.** Employee agrees that at all times during or subsequent to his/her employment, he/she will hold in trust, keep confidential and not disclose to any third party or make any use of the Confidential Information except for the benefit of the Company. Employee further agrees not to cause the transmission, removal or transport of Confidential Information from the Company's places of business or such other place of business specified by the Company, without prior written approval of the Company.
- (b) **Usage of Confidential Information:** Any receipt of the Confidential Information shall be solely for the purpose for which the Employee is employed in the Company. Without limiting the generality of the foregoing, the Employee further agrees:
 - i. to protect and safeguard the Confidential Information against unauthorized use, publication, copying or disclosure, whether by the Employee or others;
 - ii. not to, directly or indirectly, in any way, reveal, report, publish, copy, disclose, transfer, divulge to anyone including future employers, or otherwise use any of the Confidential Information except as specifically authorized by the Company in writing;
 - iii. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis the Company in any commercial activity which may be comparable to the commercial activity carried on by the Company from time to time;
 - iv. that upon learning of any wrongful use or treatment of Confidential Information, the Employee will promptly inform the Company and will cooperate in full with the Company to protect such Confidential Information.
- (c) **Former Employer Information.** Employee agrees that Employee will not, during the time that Employee is employed by the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, Person unless consented to in writing by such employer, Person.
- (d) **Third Party Information.** Employee recognizes 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. Employee agrees to hold all such

confidential or proprietary information in the strictest confidence and not to disclose it to any Person or to use it except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party.

4 INVENTIONS.

- (a) **Assignment of Inventions.** Employee agrees that Employee will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby perpetually assigns to the Company, or its designee, all Employees' right, title, and interest, including moral rights, and on a worldwide basis, in and to any and all inventions, original works of authorship, technological developments, developments, concepts, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Employee is retained by the Company (collectively referred to as "Inventions"). Employee further acknowledges that the ownership of all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of Employees' services for the Company and which are protectible by copyright are shall at all times remain with the Company in terms of Section 17 (c) of the Copyright Act, 1957 of India.
- (b) **Maintenance of Records.** Employee agrees to keep and maintain adequate and current written records of all inventions made by Employee (solely or jointly with others) during the period of time Employee is retained by the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- (c) **Patent and Copyright Registrations.** Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that



Employee's obligation to execute or cause to be executed, when it is in the Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

5 NO RIGHT TO CONFIDENTIAL INFORMATION AND INVENTIONS.

The Employee agrees and acknowledges that nothing herein shall be construed as a grant by the Company of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. The Company claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as copyrighted works. The binary or object code version of such software programs may under no circumstances be reverse-engineered or reverse-compiled by the Employee.

6 TERMINATION OF EMPLOYMENT

(a) Delivery of Documents and Data Upon Termination

of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his/her employment and the Company's Confidential Information, whether prepared by Employee or otherwise coming into his/her possession. Employee will not retain any written or other tangible material containing any information concerning or disclosing any other Company's Confidential Information except that financial information that he/she is entitled to possess in the capacity of an Employee.

(b) Obligations of Employee Subsequent to

Employment. In the event of termination of Employee's employment with the Company, Employee agrees that he/she will protect the value of the Confidential Information and prevent the misappropriation or disclosure thereof. Employee will not disclose or use to his/her benefit (or the benefit of any third party) or to the detriment of the Company any Confidential Information.

7 EMPLOYMENT AGREEMENT

This Agreement shall at all times be read in conjunction with the Employment Agreement dated 20-Jul-2023 and shall be deemed as an integral part and ancillary to the Employment Agreement.

COMPANY

Name: Mohini Palchoudhury
Designation: Head - HR
Date: 20-Jul-2023

EMPLOYEE

Name: Shruti Vishwanath Shetty

Date: 26-Jul-2023



Quantiphi Analytics Solutions
Private Limited

Version 1.1

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Mumbai (West), Mumbai 400044.

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WEB SITE:

NOU2499SHAH2013PTC240252
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support@quantiphi.com
<http://www.quantiphi.com>

Annexure

Refer to the below list of documents you will be required to upload on the Background Verification Link:

1) Education: Clear and uncut scanned copy of the degree certificate of the highest qualification (Post graduation/ Graduation), Final year or consolidated mark sheet of the highest qualification (Post graduation / Graduation)

2) Employment (if applicable)

- a) Clear photocopy of the experience certificate received from your previous organization. In the absence of the Experience certificate, provide a relieving letter with mention of your name and employee code. Please request your past employer for such documents, in case you do not have them.
- b) Last two months' paylip from your previous organization.
- c) Employee Code needs to be mentioned clearly in this background verification form
- d) Reference: Name of the reference along with functional contact information.

3) Address: Update the complete addresses along with the landmark and number, that can be contacted at the time of the visit.

4) Identity: Clear Pan card/ Passport copy (first and last page) have to be uploaded. If only Pan card is available, kindly update the Pan number and mention other mandatory fields as NA.

5) Resume - Please attach your current resume.



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



1289

J.P.Morgan

06-Apr-2023

Sarika Shete
B7404-Malkar Sankul
Thakarpada
-421301
KALYAN
Maharashtra
INDIA

Dear Sarika Shete,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the 'Company').

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in blue ink, appearing to read "Uma", written over a horizontal line.

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APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR 1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.



129

A handwritten signature in black ink, appearing to be "M. H. S." followed by a long horizontal line.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR 1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.



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A handwritten signature in black ink, appearing to read "M. S.", is written over a blue horizontal line.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints.
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any



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and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the JPMorgan Chase Bonus Recoupment Policy and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
 - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - seriously breach the Code of Conduct and any other Company policies;



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A handwritten signature in blue ink, appearing to read "V.M.O".

- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work;
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P. Morgan.

B5. Leave



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B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6 Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property



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You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - "Restricted Client" means any person:
 - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.



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B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment, a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the mc@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation



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payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

- B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.



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The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts



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2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating



compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J.P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users' Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship



A handwritten signature in black ink, appearing to read "M. S.", placed over a red ink mark.

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use



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A handwritten signature in black ink, appearing to read "Vishal".

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure-2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company") ("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);



A handwritten signature in black ink is placed over a blue ink stamp.

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your



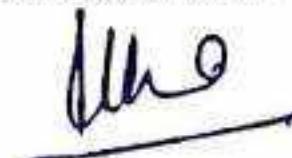
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- employment or contractual relationship with the Company; and
- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
- 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the



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- Company or provide employment related benefits.
8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
 9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
 10. You understand that the Personal Data collected from you is required in connection with your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
 11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
 12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Sarika Shete

Accepted Date: 2023-04-06T09:25:00.905+00:00

IP Address: 182.237.155.138

A handwritten signature in black ink, appearing to read "Shete", written over a solid black horizontal line.

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Indian Institute of Technology Guwahati
Mehta Family School of Data Science & Artificial Intelligence

Dr. Debanga Raj Neog
Assistant Professor
Mehta Family School of Data Science & Artificial Intelligence

Guwahati-781039, India
Phone: +91-361-2583504
Fax: +91-361-2690762
Email: dneog@iitg.ac.in

TO:
Mohsin Chougale,
Sardar Patel Institute of Technology (SPIT), Maharashtra, India
Email: mohsin.chougale@spit.ac.in

SUBJECT: INTERNSHIP OFFER LETTER

Dear Mohsin Chougale,

I am pleased to invite you as an Intern at the Mehta Family School of Data Science and Artificial Intelligence (MFSDS&AI), Indian Institute of Technology Guwahati. The internship period is from January 2023 to June 2023. During the internship, you will be working under my guidance on a project in the area of Machine Learning and Computer Vision.

I acknowledge the receipt of NOC from your institution. You can visit IIT Guwahati for activities related to the research internship (such as research meetings). No accommodation and dedicated computing resources will be provided by IIT Guwahati during the period.

Congratulations, and I am looking forward to welcoming you.

Best Regards,

(DEBANGA RAJ NEOG)

Date: Dec 31, 2022
Location: IIT Guwahati



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Offer Letter

January 23rd, 2023

Dear Venkata Revanth Jyothula,

Greetings from 8th Element Digital!!

This e-mail is with regards to your application for an internship opportunity with 8th Element Digital. Congratulations, your internship has been finalized with our organization starting from Monday, January 30, 2023. Further details of the Internship are as follows:

Location	Remote/Hyderabad as needed
Reporting Manager	Ashutosh Kote
Start date	Monday, 30th January, 2023
End date	Monday, 17th July, 2023
Stipend Payable	TBD after first month

Request you to fill the attached documents and share the same with ashutosh@8thelement.ai prior to your date of joining.

Attachments:

Attachments	Comments

8th Element Digital Private Limited.

Villa 113, Hill County, Nizampet road, Hyderabad | www.8thelement.ai





College Recommendation Letter	NOC is required from college, where they have given you the permission to do this internship.
Resume	Latest
Aadhaar Card/ PAN Card	Any one
Personal Details Form	Basic details to be filled

Should you need further clarifications, please feel free to reach out to us.

Wishing you All The Best...!!

Thanks & Regards,

SriRaama Evani
CEO, 8th Element



8th Element Digital Private Limited.

Villa 113, Hill County, Nirampet road, Hyderabad | www.8thelement.ae

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Scanned with OKEN SCANNER 1320



Digiklug Solutions LLP
INTERNSHIP AGREEMENT

Dear Pankaj Gaikwad,

It gives me pleasure to offer you an internship position at Digiklug Solutions LLP (the "Company"). In addition to confirming the offer, this letter will describe the terms and conditions of your internship.

Title: Your title will be Intern and you will report to Meenaz Balbale or as otherwise directed by the Company Directors

Duties: You will assist with:- Conceive, design and develop web and mobile applications based on the requirements given to you - Usability testing and documentation for our products - Apply newly created design language to web-based apps for products - Mobile App feature update or creation - Create and implement technical products and systems - Follow standard practices and procedures in analyzing situations or data - Writing and modifying programs, primarily using ReactJS, AngularJS, JavaScript, HTML, CSS, SQL and JQuery and other programming language, using Agile development methodology. Performing software quality assurance testing, SEO and participate in code reviews - Aiding with the business and economics side of the company if appropriate - Expanding our features, managing and developing our growing community of users, shaping our brand identity through our blog and social media, organizing great events, and much more!

Effective Date: Your internship will begin on 2nd Jan 2023 and will end on 30th June 2023. During this period of internship, you adhere to work only on the project assigned to you and no additional projects.

Time Commitment: You are committing to 48 hours per week during the semester. Please let us know as far in advance as possible on details in case you plan days and times off.

Nature of Internship: By signing below, you acknowledge that you have consented to participate in this unpaid internship. Note that if credit is available from your institute for participation in an internship, we are glad to work with you to meet any requirements for receiving credit. On successful completion of the internship program, you will be awarded with an Internship Certificate.

You further acknowledge that: (1) the internship is for your benefit to receive training and mentoring, and to provide valuable experience for future job selection, application, and performance in the field of Information Technology; (2) you agree to work under the close observation of mentors at the Company; (3) unless advised otherwise, interns are not entitled to a job at the conclusion of the internship period; (4) you are not entitled to wages or other compensation other than your experience and learning for the time spent as an intern for the Company; and (5) you agree that the internship does not create an "employment" relationship under the Fair Labor Standards Act or any other definition, and the FLSA's minimum wage and overtime provisions do not apply.

Place of Work: You would be working remotely via home office or college lab and will not be provided with any physical work place. The tasks assigned to you would be tracked using project

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Digiklug Solutions LLP

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management tools and through regular online status meeting through web conference.

At-Will Agreement: Your internship with the Company is "At-Will." Accordingly, this letter is not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation, continuation of internship or future employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining this internship. At any time, you or the Company can end this agreement by giving written notice (including by email) to the other party. Whenever this agreement ends, the Confidentiality & Copyrights Assignments section below will continue to apply indefinitely.

Representations: You represent that: (1) you are not a party to any agreement that would prohibit you from entering into internship or employment with the Company; (2) no trade secret or proprietary information belonging to your previous employers will be disclosed by you at the Company and that no such information, whether in the form of documents, memoranda, software, drawings, etc., will be retained by you or brought with you to the Company; and (3) you have brought to the Company's attention and provided it with a copy of any agreement, order of any court or administrative body or any other similar item that may impact your internship at the Company, including but not limited to any non-disclosure, non-competition, non-solicitation, privately owned patent or proprietary rights, either domestic or foreign or invention assignment agreements containing future work restrictions.

Confidentiality & Copyrights Assignments: During your internship and (if your internship is discontinued for any reason whatsoever) thereafter, you agree to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information (as defined below) that you obtain, access or create during the term of the internship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of yours or of others who were under confidentiality obligations as to the item or items involved. You further agree not to make copies of such Confidential Information except as authorized by the Company and that you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant you a license in or to any of the Confidential Information.

"Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, employees, interns and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such interns, employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom you called or with whom you became acquainted during the internship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to you by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

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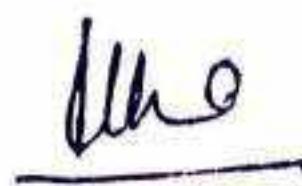
"Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. You understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. You understand that "Company Inventions" means any and all Inventions that you may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the internship.

You further agree to assign to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or can be registered under patent, copyright or similar laws, related to the Company's business, which you solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Company's equipment, supplies, facilities, assets, or Company Confidential Information, or which may arise out of any research or other activity created in the scope of this internship.

In consideration for your internship at the Company, and disclosure of the information, you also agree that: (1) on the end of your association with the Company, you will promptly return all Proprietary Information and all copies, extracts, and other objects or items in which it may be contained or embodied; (2) you will promptly notify the Company of any unauthorized release of Proprietary Information within your control; (3) you agree to follow the Company's strict policy that employees and interns must not disclose, either directly or indirectly, any information, including any of the terms of this letter, regarding compensation to any person, including other employees and interns of the Company; provided, however, that you may discuss the terms of this letter with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice; and (4) you understand and agree that any breach by you of the provisions in this section could cause the Company to suffer irreparable harm and no adequate remedy at law would be available in respect thereof. Accordingly, you agree that upon any such breach, the Company shall be entitled to seek equitable relief, as well as such further relief as may be granted by a court of competent jurisdiction. Since you might work with data belonging to customers located in different part of the globe you agree to abide by the data protection and privacy law and shall not share any customer data to anyone outside the organization by any electronic or non-electronic means.

Choice of Law: You hereby agree that this Agreement shall be construed in accordance with the Indian Judicial Law.

Miscellaneous: (1) If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby; (2) the failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights; (3) neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other party; (4) this letter reflects the entire agreement regarding the terms and conditions of your internship. Accordingly, it supersedes and completely replaces any prior oral or written communication on this subject; and (5) this letter may not be modified or amended except by a written agreement, signed by the Company and by you.



To confirm your acceptance of this offer, please sign this document by 26 Dec. 2022. If this document is not signed and received by end of said date, the offer will be considered retracted.

Sincerely,

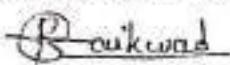


X 24-Dec-2022

Meenaz Balbale

Designated Partner, Digiklug Solutions LLP

Acknowledged and Agreed:



Pankaj Gaikwad

Signature Intern, Name

24-Dec-2022 Mumbai

Date and Place



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Digiklug Solutions LLP

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From:

Skillcoup.com

To:

Aartee Ramdas chimala

Sub: Internship Offer Letter

Dear Aartee,

On behalf of Skillcoup, we are elated to inform you that you have been selected for the position of web developer intern with our company. On your acceptance of this offer letter, you will be required to join the organization from Jan 16, 2023.

I would like to inform you that the duration of this internship will be 3 months and it will be an unpaid internship.

Your internship will end on July 17, 2023. I would also like to highlight that the company holds complete rights to terminate your internship anytime during this period with or without any reason.

During your internship, you will get access to different kinds of confidential information about the company and by accepting this offer letter, you agree that you will take complete care in maintaining the confidentiality of all the information the you come across and by any means, you will not be using it for any kind of personal benefits or reasons other than work related tasks. On completion of your internship, you will be required to handover all the company possessions that will be given to you during your internship.

On completing of internship, you will be given:

1. Internship Certificate
2. LinkedIn Recommendation

By accepting this offer letter, you agree to all the terms and conditions that have been mentioned above and you agree that you will be following all the rules and regulations at the company and you will also be observing all the practices and policies that define the working and conduct at the company.

We look forward to have you onboard and we are hopeful that this association will be mutually beneficial to both the parties. If you have any other queries, please feel free to admin@skillcoup.com. You will need to express your acceptance to the appointment as intern with our company by replying to this mail. I accept the below offer letter and will start working for internship without any hesitation.

Congratulations and welcome aboard.

Sincerely,

Soham Muchlambe

Founder & CEO, Skillcoup



19/12/2022

Offer Letter

Dear Omkar Bandgar,

Congratulations! We are pleased to confirm that you have been selected to work for MARKYTICS CONSULTING PRIVATE LIMITED. We are delighted to make you the following job offer:

The position we are offering you is that of Python Developer Intern with an annual cost to company of 5000. This position reports to Aafan Kadri.

We would like you to start work on 02/01/23. Please report to Aafan Kadri for documentation and orientation. If this date is not acceptable, please contact me immediately. On joining, you will be invited to our HR tool (XPayroll) in which you may be required to upload your documents.

Please sign the enclosed copy of this letter and return it to me by 20-12-22 to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of MARKYTICS CONSULTING PRIVATE LIMITED and look forward to working with you.

Sincerely,

Aastha Yadav
MARKYTICS CONSULTING PRIVATE LIMITED

Accepted by,
Omkar Bandgar



Uma

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Annexure A

1. Posting and Transfer

Your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

2. Probation

That you will be on probation for a period of six months. The period of probation can be extended at the discretion of the Management and you will continue to be on probation till an order of confirmation has been issued in writing.

3. Full time employment

Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Management of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

4. Confidentiality

You will not, at any time, during the employment or after, without the consent of the Management disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

5. Intellectual Property

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

6. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

7. Past Records

This letter of appointment is based on the information furnished in your application for employment and during the interviews you had with us. If any declaration given, or information furnished by you, to the company proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

8. Termination of employment

During the probationary period and any extension thereof, your services may be terminated without giving any notice or salary in lieu thereof. However, on confirmation the services can be terminated from either side by giving one month (30 days) notice or salary in lieu thereof.

Upon resignation/termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, effects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

Upon resignation/termination of employment, you will also return all company property, which may be in your possession.



(319)

A handwritten signature in blue ink, appearing to read "Vishal", written over a thick black diagonal line.

Notwithstanding the above condition, the contract of service may also be terminated because of under mentioned stipulations. This will be without payment of any compensation.

If you fail, refuse or neglect to carry out and perform your duties assigned to you by the company.

For loss of confidence in you by the company for any of the act committed by you.

If you are found to be guilty of fraud, insubordination or misconduct whether in course of performance of duties entrusted to you or otherwise.

If you are found unfit for being entrusted with the responsible work commensurate with your position in consequences of any misconduct, moral turpitude. * If you commit any act prejudicial to the continuing good relationship between you and the company.

If you commit breach of any of the terms of this letter of appointment.

9. Authority

No authority is vested upon you to make any financial commitment and enter into agreements/contracts/understandings of any nature with any second party and third party without seeking the prior permission/approval of the management. Any violation to exceed your specified authority as mentioned will be seriously viewed and disciplinary/appropriate legal action will be taken.



A handwritten signature in black ink, appearing to read "Uma".

1320

Shanna, Asuncion S. <mailto:asuncion.s.shanna@ministryofjustice.gov>
Ministry of Justice, Legal, Justice Information & Privacy, Alberta, Alberta, A

RE: [redacted]

We would like to thank you for your continued support to the Project Team & the

As part of this, the selection process is currently underway. We have extensive review times to allow for a broad pool of candidates that you and the below students may need not be approachable. We will only approach by invitation, performance and qualifications. Should this performance rating has been awarded, I am delighted to let you know that the below mentioned candidate will receive a letter of offer to join the team at this IC Congress Project Q3, not at an Academic Intern 2024.

In this position, they will have the opportunity to work with a diverse, collaborative team that is committed to doing the best for their clients. They will be joining a team that is committed to the continued growth of its employees through professional training and development programs. We look forward to their continued leadership and strive to fully acknowledge their exceptional networking and clientele across the Project.

ID#	Role ID#	Name
1	2024149001	Asuncion
2	2024149012	Paul & Asuncion
3	2024149004	Shanna

Additionally, we would like to advise some important information about this role:

Business listing search	See DTS
Salary	\$58,119.00 per annum



Shanta, Ananya B - ananya.shanta@princeton.edu
100 Nassau St., 10th Fl., Princeton, NJ 08544-5264

Wiley DOI: 10.1111/j.1365-276X.2007.01170.x

10

You will also find your pre-arranged supplier ID codes (line 8) in

As you can see, the solution process is considerably simplified. We have extracted by means of a learning point of condition the code that other feature actually had to implement. This was not, as opposed to the original, problematic at all. The code is now much more readable and easier to maintain.

In these people, they will have the opportunity to work with a mentor, collaborate and feel that is committed to doing the best for their clients. They will be given a plan that is committed to the continued growth of an employee through training and development programs. We look forward to seeing continued leadership and growth. They successfully complete the program and receive the title of a Peer.

SDW	R&D No.	Name
1	2010149001	Alpha Function
1	2010149002	Beta Function
1	2010149003	Gamma Function

Additional: we need to receive some further information about this site.

Sustained joining work	Jan (2013)
Started	208,410,019 pcf month

SPIT – Campus Selected List !!![Compose](#)[HTML](#)**S****Susanna Tawar** susanna@erolinkindia.in

to:chaitanya_govda, mayank_mall, ms_talit, shweta_Misra, Sanjana_Misra

Hello Team,

Sat, Jul 16, 2022, 2:28 PM

Below are the list of selected candidates from CAMPLUS Drive conducted on 15th July 2022.

Associate Program Manager : 1. Sunmeet Halspur

Software Developer Engineer : 1. Prerna Kumar

2. Manan Soyle

Data Analyst : 1. Prerna Arora

2. Aditi Ranney_Gomberde

Congratulations to all the selected candidates.

It was a wonderful experience working with you all and thank you everyone for your support and coordination.

Thanks & Regards,

Susanna Tawar,
Talent Acquisition Lead,
Eloquent Infiniti Solutions Private Limited - WorkIndia
Website: www.erolinkindia.in

SPIT – Campus Selected List !!![Compose](#)[HTML](#)**S****Suvama Tawar** suvama.tawar@womindia.in

to:prashant.goyal, mayank.mall, ms. Suniti.Dhawal, Ms. Disha Sharma

Hello Team,

Sat, Jul 16, 2022, 2:28 PM

Below are the list of selected candidates from CAMPLUS Drive conducted on 15th July 2022.

Associate Program Manager : 1. Sunmeet.Halapur

Software Developer Engineer : 1. Pravesh.Kumar

2. **Mahesh.Swami**

Data Analyst : 1. Preeta.Ajora

2. Abha.Anshay.Gamwade

Congratulations to all the selected candidates.

It was a wonderful experience working with you all and thank you everyone for your support and coordination.

Thanks & Regards,

Suvama.Tawar,

Talent Acquisition Lead,

EloquentIndia Solutions Private Limited / WOMIndia

Website: www.EloquentIndia.in

Shilpa Shetty <shilpa.shetty@db.com>

to SPIT, Vinod, Aashish, deep.nayak@spit.ac.in, divya.shah@spit.ac.in, dwivedimay@gmail.com, sakshi.shah@spit.ac.in, vedant.jolly@spit.ac.in

Dear Sir,

Greetings from Deutsche Bank

We are happy to inform you that your students have completed their 8 weeks internship with us yesterday. Basis our evaluation, we are glad to extend a **PPO** to the below students.

1. Deep Nayak
2. Divya Shah
- 3. Mansi Dwivedi**
4. Sakshi Shah
5. Vedant Jolly

We shall be offering 19.03 LPA to these candidates. They will be expected to join us in ~July 2023 subject to background verification. We thank you for all your support provided and look forward to a confirmation on offer acceptance from the selects by 13 July 2022. Kindly sign the candidate out of the placement process appropriately.

Regards,



Shilpa Shetty
Associate – Campus Recruitment

Shilpa Shetty <shilpa.shetty@db.com>

to SPIT, Vinod, Aashish, deep.nayak@spit.ac.in, divya.shah@spit.ac.in, dwivedimay@gmail.com, ekashishoh@spit.ac.in, vedant.jolly@spit.ac.in

Dear Sir,

Greetings from Deutsche Bank!

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Regards,



Shilpa Shetty
Associate – Campus Recruitment

Shilpa Shetty - shilpashetty@fb.com
To Attach the Answer →

Hi Team,

Based on the discussion we had with the candidates, please find below the candidates you wish to evaluate other.

S No	Category	Name	Email Id	Gender
1	Intern	Mukundan Ravali	mukundan.ravali2023@fb.com	Male
2	Intern	Srinivasan Mukundan	srinivasan.mukundan2023@fb.com	Male
3	Intern	Yash Srivastava	yash.srivastava2023@fb.com	Male
4	Intern	Ayush Kharote	ayush.kharote2023@fb.com	Male
5	Intern	Sneha Haryan	sneha.haryan2023@fb.com	Female
6	Intern	Ruchi Mehta	ruchi.mehta2023@fb.com	Male
7	Intern	Karan Khan	karan.khan2023@fb.com	Male
8	Intern	Sumeet Duttibose	sumeet.duttibose2023@fb.com	Female
9	Intern	Dinkar Renn	dinkar.renn2023@fb.com	Male
10	Intern	Tanvi Agarwal	tanvi.agarwal2023@fb.com	Male
11	Intern	Kapilash Hemigam	kapilash.hemigam2023@fb.com	Female
12	Intern	Madhura Chakde	madhura.chakde2023@fb.com	Female
13	Intern	Ruchit Deepak Bawankar	ruchit.bawankar2023@fb.com	Female

S No	Category	Name	Email Id	Gender
1	Grad	Kazdabik Mihale	kazdabik.mihale2023@fb.com	Male
2	Grad	Yash Bhatia	yash.bhatia2023@fb.com	Male
3	Grad	Arba Arvind Kulkarni	arba.arvind.kulkarni2023@fb.com	Male
4	Grad	Manni Virk	manni.virk2023@fb.com	Female
5	Grad	Mukta Bhagwani	mukta.bhagwani2023@fb.com	Male
6	Grad	Piyush Sushil Chaudhary	piyush.chaudhary2023@fb.com	Male
7	Grad	Sapna Virendra Singh	sapna.virendra.singh2023@fb.com	Male
8	Grad	Aditi Thakur	aditi.thakur2023@fb.com	Female

Please confirm on the offer acceptance. These candidates will be invited to undergo a background verification issue when we shall be announcing them in July 2023. Thanks for all your support in conducting the process today.

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302,121 144

India Campus SEP Recruitment - India campus recruitment@jpmchse.com
101 Campus Recruitment, P.O. Box No. 400, Mumbai, Maharashtra, 400001

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We are very impressed by their select performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a memo offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of our employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	Institute
Akashika	Dipika	akashika.dipika23@gmail.com	Karunya Institute of Technology
Anish	Toli	anish.toli19@gmail.com	Karunya Institute of Technology
Gokul	Ramana	gokul.ramana2021@gmail.com	Karunya Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karunya Institute of Technology
Archith	Gobbin	archith.gobbin@gmail.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney12@gmail.com	Karunya Institute of Technology
Kiranmeen	Thilini	kiranmeen.thilini@gmail.com	Karunya Institute of Technology
Shantanu	Patel	shantanu.patel.3@gmail.com	Karunya Institute of Technology
Vedant	Fajri	vedant.fajri12@gmail.com	Karunya Institute of Technology
Waldi	Bhagwan	waldi.bhagwan@gmail.com	Karunya Institute of Technology
Mannat Kaur		mannat.kaur19@gmail.com	Karunya Institute of Technology
Neha	Thakur	neha.thakur19@gmail.com	Karunya Institute of Technology
Fifteen			

name	services	email@berkeley.edu	status or role within the organization
Ike	Money	computer24@gmail.com	Santa Fe Institute of Technology
Morgan	Thaler	alexander.morgan@gmail.com	Santa Fe Institute of Technology
Mossialos	Stavros	stavros.mossialos@gmail.com	Santa Fe Institute of Technology
Tessendorf	Eva	tessendorf201@gmail.com	Santa Fe Institute of Technology
Wu	Rugman	lukas.wu@gmail.com	Santa Fe Institute of Technology
Yannikoski	J.	emilie.yannikoski@gmail.com	Santa Fe Institute of Technology
Zhang	Yihui	zhanglei_yihui@gmail.com	Santa Fe Institute of Technology
Yannikoski	Laura	laura.yannikoski@gmail.com	Santa Fe Institute of Technology
Muller	Emmanuel	emmanuel.muller@gmail.com	Santa Fe Institute of Technology
Larivie	Diana	diana.larivie@gmail.com	Santa Fe Institute of Technology
Kurka	Marie	marie.kurka1@gmail.com	Santa Fe Institute of Technology
Stefan	Alice	alice.stefan@gmail.com	Santa Fe Institute of Technology
Perez	Esteban	esteban.perez@berkeley.edu	Santa Fe Institute of Technology
Moser	Seyle	seymour.moser@gmail.com	Santa Fe Institute of Technology
Adler	Chandan	chandan.adler@gmail.com	Santa Fe Institute of Technology
Levitt	Mark	mark.levitt@gmail.com	Santa Fe Institute of Technology
Yalda	Fahimuddin	fahimuddin.yalda@gmail.com	Santa Fe Institute of Technology
Holman	Gret	gret.holman@gmail.com	Santa Fe Institute of Technology
Woldeabdu	Haile	hailewoldabdu@gmail.com	Santa Fe Institute of Technology
Assadi	Iman	iman.assadi17@gmail.com	Santa Fe Institute of Technology
Julian	Dehman	julian.dehman@gmail.com	Santa Fe Institute of Technology
Isaac	Paul	isaac.paul@gmail.com	Santa Fe Institute of Technology

Additionally, we would like to hear your reported information about this role:

Position	REP
Indicative joining month (your changes)	Jan-August
Fixed Pay	\$94,140,000 per annum
Desired Start Date	2024-10-01

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302 12,174

India Campus SEP Recruitment - India campus recruitment@jpmchse.com
101 Campus Recruitment, P.O. Box No. 400, Mumbai, Maharashtra, 400001

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We are very impressed by their select, performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a memo offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of our employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	Institute
Akashika	Dipika	akashika.dipika23@gmail.com	Karunya Institute of Technology
Anitha	Tell	anitha.tell@gmail.com	Karunya Institute of Technology
Gokul	Ramana	gokul.ramana2020@gmail.com	Karunya Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karunya Institute of Technology
Archita	Gobinda	archita.gobinda@gmail.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney12@gmail.com	Karunya Institute of Technology
Kiranma	Thilina	kiranma.thilina@gmail.com	Karunya Institute of Technology
Shakti	Pratik	shakti.pratik.3@gmail.com	Karunya Institute of Technology
Vedanth	Fajri	vedanth.fajri12@gmail.com	Karunya Institute of Technology
Waldi	Rishabh	waldi.rishabh@gmail.com	Karunya Institute of Technology
Harini Kini		harini.kini12@gmail.com	Karunya Institute of Technology
Nehaika	Thilini	nehika.thilini12@gmail.com	Karunya Institute of Technology
Fifteen			

name	services	email@berkeley.edu	status or role within the organization
Lee, Money	computer24@gmail.com	Santa Fe Institute of Technology	
Morgan, Tudor	clay.morgan@gmail.com	Santa Fe Institute of Technology	
Moskaliuk, Lukasz	lukaszmoskaliuk@gmail.com	Santa Fe Institute of Technology	
Nease, Ross	rodneynease201@gmail.com	Santa Fe Institute of Technology	
Nishii, Rughton	nikhar.nishii@gmail.com	Santa Fe Institute of Technology	
Perrier-Kaye, L	louis.perrier-kaye@berkeley.edu	Santa Fe Institute of Technology	
Shabot, Tudor	shabot.tudor@gmail.com	Santa Fe Institute of Technology	
Schoen, Linda	linda.schoen@gmail.com	Santa Fe Institute of Technology	
Miller, Benjamin	benmiller@berkeley.edu	Santa Fe Institute of Technology	
Laura Douglas	laura.douglas@berkeley.edu	Santa Fe Institute of Technology	
Barla, Miran	miran.barla@berkeley.edu	Santa Fe Institute of Technology	
Tulens, Adley	adley.tulens@berkeley.edu	Santa Fe Institute of Technology	
Perez, Emanuele	emanuele.perez@berkeley.edu	Santa Fe Institute of Technology	
Mosso, Ayala	ayala.mosso@berkeley.edu	Santa Fe Institute of Technology	
Adler, Chantal	chantal.adler@berkeley.edu	Santa Fe Institute of Technology	
Levi, Ruth	ruth.levi@berkeley.edu	Santa Fe Institute of Technology	
Yalda, Fatemeh	fatemeh.yalda@berkeley.edu	Santa Fe Institute of Technology	
Holman, Geoff	geoff.holman@berkeley.edu	Santa Fe Institute of Technology	
Wolfsdorf, Heidi	heidie.wolfsdorf@gmail.com	Santa Fe Institute of Technology	
Kasai, Iku	ikuko.kasai0710@gmail.com	Santa Fe Institute of Technology	
Julian, Debra	julian.debra@berkeley.edu	Santa Fe Institute of Technology	
Isaac, Paul	paulic.paul@gmail.com	Santa Fe Institute of Technology	

Additionally, we would like to hear your reported information about this role:

Position	REP
Indefinite joining month (your change)	Jan-August
Fixed Pay	\$94,140,000 per annum
Does this \$25K+?*	\$94,140,000

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects - SP17 More

India Campus IEP Recruitment - IndiaCampusIEP.Recruitment@gmail.com
+91 98109 99999 | +91 98109 99998 | +91 98109 99997 | +91 98109 99996

第1章 2013年1月1日

10

We would like to thank you for your continued support to IFM Morgan Chase & Co.

As you may know, the selection process is extremely competitive. We urge firms to evaluate a diverse pool of candidates for your law firm and the better, qualified/more successful ones will prevail. We are very impressed by their past performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a written offer to join the firm for the Software Lawyer Program Class of 2013.

In this position, they will have the opportunity to work with a talented, reliable group who is committed to doing the best in their class. They will be joining a team that is committed to the continued growth of its employees through robust training and developmental programs. We look forward to this continued evolution and care of our community members and students over the years.

Professor Full Name	Common Email Name	Personal Email Address	Institute
Abdullah	Abdullah	abdu@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Adult	Adult	adult@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Dakha	Dakha	dakha@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Tariq	Tariq	tariq@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Ayesha	Ayesha	ayesha@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Zain	Zain	zain@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Khawar	Khawar	khawar@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Sabirah	Sabirah	sabirah@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Vedat	Vedat	vedat@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Waleed	Waleed	waleed@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Muzammil	Muzammil	muzammil@khalid.sohail.edu.pk	Khalid Patel Institute of Technology
Nasiruddin	Nasiruddin	nasiruddin@khalid.sohail.edu.pk	Khalid Patel Institute of Technology

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Internship Conversion Selects | SPIT [View](#) > [Next](#)

Institute Campus SEP Recruitment - mcaucas@jpmorgan.com
To: mcaucas, Karthik, Jyoti, Shrey

Tue Aug 8 2023, 12:17 PM

Hello,

We would like to thank you for your correspondence at 2023 And now Internship Program of JPMorgan Chase & Co. We were delighted to have heard your students and provide an exciting and meaningful internship experience.

We were fortunate to evaluate a talented pool of interns this year and the below interns truly stood out as exceptional. We were very impressed by their talent, performance and qualifications. Based on their performance during their internship evaluations, I am delighted to let you know that they will receive an written offer to join the Firm for the Software Engineer Program class of 2023.

In this position, they will have the opportunity to work with a talented, collaborative team who is committed to doing the best for their clients. They will be joining a firm that is committed to the continual growth of its employees through robust development programs. We look forward to their continued development and strive if they successfully complete the pre-employment screening and decide to join the Firm.

Name	Mail ID	Alternate Mail ID	College Name
Anubha Agarwal	anubha.agarwal@jpmorgan.com	anubha.agarwal111@gmail.com	Sardar Patel Institute of Technology
Akhila Dinesh Motte	akhila.dinesh.motte@jpmorgan.com	akhila.motte123@gmail.com	Sardar Patel Institute of Technology
Chaitali Nareshka Malajya	chaitali.nareshka.malajya@jpmorgan.com	chaitali123@gmail.com	Sardar Patel Institute of Technology
Mohit Suman Sabot	mohit.suman.sabot@jpmorgan.com	mohit.suman123@gmail.com	Sardar Patel Institute of Technology
Moushika Sudha Totmi	moushika.sudha.totmi@jpmorgan.com	moushika.sudha123@gmail.com	Sardar Patel Institute of Technology
Mouni Anil Joshi	mouni.anil.joshi@jpmorgan.com	mouni.anil123@gmail.com	Sardar Patel Institute of Technology
Purvi Jayashri Bhave	purvi.bhave@jpmorgan.com	purvi.bhave123@gmail.com	Sardar Patel Institute of Technology
Rajpal Ravinder Pal	rajpal.ravinder.pal@jpmorgan.com	rajpal.ravinder123@gmail.com	Sardar Patel Institute of Technology
Rishabh Suresh Vaghela	rishabh.suresh.vaghela@jpmorgan.com	rishabh.suresh123@gmail.com	Sardar Patel Institute of Technology
Rishabh Vaibhav Kumar	rishabh.vaibhav.kumar@jpmorgan.com	rishabh.vaibhav123@gmail.com	Sardar Patel Institute of Technology
Shivika Rupinder Chawla	shivika.rupinder.chawla@jpmorgan.com	shivika.rupinder123@gmail.com	Sardar Patel Institute of Technology
Vigyan	vigyan@jpmorgan.com	vigyan123@gmail.com	Sardar Patel Institute of Technology

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Internship Conversion Selects | SPIT [View](#) > [Home](#)

India Campus SEP Recruitment - recruitment@jpmchase.com
To: m...@jpmchase.com, k...@jpmchase.com
Hello,

Tue Aug 8 2023, 12:17 PM

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Name	Mail ID	Alternate Mail ID	College Name
Anubha Agarwal	anubha.agarwal@jpmchase.com	anubha.agarwal111@gmail.com	Sardar Patel Institute of Technology
Akansha Dose Motale	akansha.dose@jpmchase.com	akansha.dose1999@gmail.com	Sardar Patel Institute of Technology
Chaitali Nareshka Malajya	chaitali.nareshka@jpmchase.com	chaitali1200@gmail.com	Sardar Patel Institute of Technology
Mohit Suman Sabotra	mohit.suman@jpmchase.com	mohit.suman957@gmail.com	Sardar Patel Institute of Technology
Moushika Shinde Totmi	moushika.shinde@jpmchase.com	moushika.shinde907@gmail.com	Sardar Patel Institute of Technology
Mouni Anshu Joshi	mouni.anshu@jpmchase.com	mouni.joshi126@gmail.com	Sardar Patel Institute of Technology
Purvi Rupesh Bhave	purvi.rupesh@jpmchase.com	purvi.rupesh1403@gmail.com	Sardar Patel Institute of Technology
Rajpal Ravinder Patel	rajpal.ravinder@jpmchase.com	rajpal.ravinder15@gmail.com	Sardar Patel Institute of Technology
Rishabh Dinesh Vaghela	rishabh.dinesh@jpmchase.com	rishabh.dinesh1131@gmail.com	Sardar Patel Institute of Technology
Sahil Nishchal Kumar	sahil.kumar@jpmchase.com	sahil.kumar1223@gmail.com	Sardar Patel Institute of Technology
Shivani Raghav Chaturvedi	shivani.chaturvedi@jpmchase.com	shivani.chaturvedi141@gmail.com	Sardar Patel Institute of Technology
Vigyan	vigyan@jpmchase.com	vigyan15@gmail.com	Sardar Patel Institute of Technology

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Internship Conversion Selects | SPIT [View](#) > [Next](#)

India Campus SEP Recruitment - recruitment@jpmchase.com
To: m...@jpmchase.com, karmik...@jpmchase.com
Hello,

Tue Aug 8 2023, 12:11 PM

We would like to thank you for your correspondence at 2023 And now Internship Program of JPMorgan Chase & Co. We were delighted to have hired our students and provide an exciting and meaningful internship experience.

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Name	Mail ID	Alternate Mail ID	College Name
Anubha Agarwal	anubha.agarwal@jpmchase.com	anubha.agarwal111@gmail.com	Sardar Patel Institute of Technology
Akansha Dose Motale	akansha.dose@jpmchase.com	akansha.dose1999@gmail.com	Sardar Patel Institute of Technology
Chaitali Nareshka Malajgire	chaitali.nareshka@jpmchase.com	chaitali1999@gmail.com	Sardar Patel Institute of Technology
Mohit Suman Sabotra	mohit.suman@jpmchase.com	mohit.suman1997@gmail.com	Sardar Patel Institute of Technology
Moushika Shinde Totmi	moushika.shinde@jpmchase.com	moushika.shinde1997@gmail.com	Sardar Patel Institute of Technology
Mounika Aditya Joshi	mounika.aditya@jpmchase.com	mounika.aditya1996@gmail.com	Sardar Patel Institute of Technology
Purvi Agnihotri Bhowmik	purvi.bhowmik@jpmchase.com	purvi.bhowmik1403@gmail.com	Sardar Patel Institute of Technology
Rajpal Renuka Patil	rajpal.renuka@jpmchase.com	rajpal.renuka1999@gmail.com	Sardar Patel Institute of Technology
Rishabhani Swapna Waghmare	rishabhani.swapna@jpmchase.com	rishabhani.swapna1997@gmail.com	Sardar Patel Institute of Technology
Siddhi Kavita Patel	siddhi.kavita@jpmchase.com	siddhi.kavita223@gmail.com	Sardar Patel Institute of Technology
Shreya Rajendra Chavhan	shreya.chavhan@jpmchase.com	shreya.chavhan1999@gmail.com	Sardar Patel Institute of Technology
Vigyan	vigyan@jpmchase.com	vigyan@vignesh.com	Sardar Patel Institute of Technology

July, Associates #2 consists of 14 different associates
in Illinois, and Practicums, totaling 1,247. The Practicum Staff, Illinois, Illinois, IL
IL 60601

We must take this opportunity to express our deepest thanks & gratitude.

As you may know, the selection process is extremely competitive. We must therefore, to maintain a limited pool of candidates that you and the firm's interests truly align and are synergistic. We truly appreciate your interest in our firm, and your qualifications. Based on these preliminary findings, we believe that the below recommended candidates will merit a welcome offer to join the firm in CDO, RA, A, Marketing & Research roles in our Associate, Senior, 2023.

In this position, they will have the opportunity to work with a diverse, collaborative team that is committed to success for both the firm and the clients. There will be many opportunities to contribute to the continued growth of the company through client relations and client satisfaction. All full-time roles in the firm will be open to relocation if the individual completes the pre-employment screening and decides to join the firm.

ID#	First Name	Last Name	Title
0009529001	Ashley	Chavez	Banking
0009529002	Anastasi	Diaz	Banking
0009529004	Alyssa	Espin	Banking
0009519001	Audra	Hanson	Banking
0009519002	Bethany	Torre	Banking
0009529000	Claudia	Agosto	Banking
0009519004	Danielle	Gibson	Banking
0009529000	Kandise	Izuka	Banking
0009519000	Kaylah	Jerry	Banking
0009529000	Lindsey	Smith	Banking
0009519002	Melissa	Hale	Banking
0009529000	Natalie	Gallegos	Banking
0009519001	Paola	Hoyer	Finance
0009519000	Roxana	Barrientos-Gonzales	Finance

Final Selection - SPIT 2022



Zyoti Shetty zyotishetty@gmail.com
19/09/2023, 11:17 AM

184_184_2022_184.pdf

Dear Mr. Sankar,

Mentioned below is the list of **SELECTED** candidates. Please block the following candidates for ISM Mumbai and they should not be allowed to appear for any other campus hiring. Kindly confirm on the same.

The recruitment team will connect with students on further course of action about offers by this week.

Thank you Piyush, Akash, Anmol, Vaibhav, Nishit, and Sankar for coordinating this group this process.

Name	Final Decision
Piyush Gupta	Selected
Husen Chintamani	Selected
Jonil Dave	Selected
Sohit Chougule	Selected
Gauri Pathak	Selected
Vivayak Tripathi	Selected
Umair Saeem Rangwala	Selected

Thanks,
Zyoti

Dec 12, 2022, 6:33



bv.sreelakshmi@barclays.com
to me, campusrecruitmentmailbox-india ▾

Dear Vinod Sikka,

We appreciate your support during the interview process and are now keen to initiate the onboarding process for our selected candidates. The attached file has the list of selected candidates for our **Full Time** roles.

Please review the updated details and share their mandatory missing details required for onboarding purpose latest by **27 Dec EOD**.

Feel free to connect with me in case if you have any questions.

Regards,

B.V.Sree Lakshmi | Offer Management Team | Talent Acquisition

Mob :+91 (0) 8147995640 | Email Bv.Sreelakshmi@barclays.com

Respect | Integrity | Service | Excellence | Stewardship

Creating opportunities to rise

Please consider the environment before printing this email.

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Level I	Level II
Ricky Razaria	Archana Kashyap

SrNo	Hire Type	Source	Name
1	Full Time	Campus	Tejal Yadav
2	Full Time	Campus	Sarang Satighare
3	Full Time	Campus	Rohan Sodha
4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshad Banate
9	Full Time	Campus	Gaurav Parulekar
10	Full Time	Campus	Atharva Shitole
11	Full Time	Campus	Atharva Ranade
12	Full Time	Campus	Arnav Devanand
13	Full Time	Campus	Aditya Waikar
14	Internship	Placement	Ivy Almeida

Dec 12, 2022, 6:33



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4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
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9	Full Time	Campus	Gaurav Parulekar
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13	Full Time	Campus	Aditya Waikar
14	Internship	Placement	Ivy Almeida

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4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhamani
8	Full Time	Campus	Harshad Benate
9	Full Time	Campus	Gaurav Parulekar
10	Full Time	Campus	Atharva Shitole
11	Full Time	Campus	Atharva Ranade
12	Full Time	Campus	Arnav Devanand
13	Full Time	Campus	Aditya Waikar
14	Full Time	Campus	Ivy Almeida

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5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshad Benate
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12	Full Time	Campus	Arnav Devanand
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4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadarni
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshad Benate
9	Full Time	Campus	Gaurav Parulekar
10	Full Time	Campus	Atharva Shitole
11	Full Time	Campus	Atharva Ranade
12	Full Time	Campus	Arnav Devanand
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3	Full Time	Campus	Rehan Sodha
4	Full Time	Campus	Pratim Singh
5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
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3	Full Time	Campus	Rohan Sodha
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5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshad Benate
9	Full Time	Campus	Gautav Parulekar
10	Full Time	Campus	Atharva Shitole
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5	Full Time	Campus	Omkar Sudhakar
6	Full Time	Campus	Kunal Kadam
7	Full Time	Campus	Keval Dhanani
8	Full Time	Campus	Harshed Benate
9	Full Time	Campus	Gaurav Parulekar
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11	Full Time	Campus	Atharva Ranade
12	Full Time	Campus	Arnav Devanand
13	Full Time	Campus	Aditya Waikar
14	Internship	Campus	Ivy Almeida



Hi Team,

We would like to thank you for your continued support of PwC Margin Class B (Ca).

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for this letter and for below students truly identified by the highest. We were very impressed by their overall performance and qualifications. Thank you for their performance during their interview. I am delighted to let you know that the below mentioned candidates will receive a formal offer to join the firm in Corporate Audit Development Program in Academic Year 2023.

In this position, they will have the opportunity to work with a talented, collaborative team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. We look forward to their continued leadership and strive for them to successfully complete the pre-employment activities and become part of the firm.

Roll Number	First Name	Last Name	Email ID	Design	Program
2022-06	Adams	Sophia	sophia.adams@gmail.com	SFTT	CADP
2022-06	Bharat	Vedavivek	vedavivek.bharat@gmail.com	SFTT	CADP
2022-06	Chatur	Kamlesh	kamlesh.chatur@gmail.com	SFTT	CADP
2022-06	Dave	Ferdil	ferdil.dave@gmail.com	SFTT	CADP
2022-06	Dewankar	Rishabh	rishabh.dewankar@gmail.com	SFTT	CADP
2022-06	SAGAR	Shrey	shrey.sagar99@gmail.com	SFTT	CADP
2022-06	Dhruva	Mushtaq	mushtaq.dhruva@gmail.com	SFTT	CADP



Sherry, Marisa marisa.sherry@pwc.com
05547, 100 Morel Circle, Bradenton, State: FL, Zipcode: 34210

Hi Team,

We would like to thank you for your continued support of PwC Margin Class of '23.

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Roll Number	First Name	Last Name	Email ID	Design	Program
2022-06	Adams	Sophia	sophia.adams@email.com	SFTT	CADP
2022-08	Burke	Veronica	veronica.burke@email.com	SFTT	CADP
2022-09	Clarke	Karen	karen.clarke@email.com	SFTT	CADP
2022-10	Dale	Fred	fred.dale@email.com	SFTT	CADP
2022-10	Deanna	Ruth	deanna.ruth@email.com	SFTT	CADP
2022-08	Smith	Paul	paul.smith@email.com	SFTT	CADP
2022-08	Wade	Mandy	mandy.wade@email.com	SFTT	CADP



To,

Date: 18th May 2023

Mayuri Ghuge
Mumbai

Sub: Job Offer

Dear Mayuri,

Based on our discussion, we are pleased to offer you a full-time position with our organization. Your title will be that of **Graduate Trainee Engineer**, located in **Pune** and you will report to **Atul Jawale**.

Your annual base salary would be **₹ 1015000/- PA**. In addition to your salary there will be company's contribution for Provident Fund and Gratuity. (Cost to Company will be **₹ 1100311/- PA**)

You will be eligible for the "Long Service Employee Benefit" Program of **SIEMENS Industry Software (India) Pvt. Ltd** applicable as per company policy.

You and your family will be covered under a Group Medical Hospitalization Insurance Scheme. The Sum Insured per family is INR 750,000/-.

You will also be provided 24-hour accident coverage as per the Group Personal Accident policy. You will be covered for the sum insured of 3 times of the annual base salary.

Offer Letter Accepted from Wohlig External > View

Wohlig Technology (HR) hr@wohlig.com
 30, MG, S.P.T.I.I., Chinchwad, Pune - 411014

Fri, Jul 15, 2022, 6:22 PM



Hello Sir,

Below mentioned students accepted our company offer letter:-

No.	First Name	Last Name	UID Number	Email ID	Mobile Number	Branch	Remarks
1	Omkar	Shinde	2019110055	omkar.shinde@spit.ac.in	9930959549	ETRX	Offer Accepted
2	Divesh	Choudhary	2019130011	divesh.choudhary@spit.ac.in	9004760672	COMPS	Offer Accepted
3	Dhruvi	Gopani	2019140026	dhruvi.gopani@gmail.com	9892194951	IT	Offer Accepted
4	Kushal	Shah	2019140057	kushal.shah@spit.ac.in	8779631748	IT	Offer Accepted
5	Aakash	Sondagar	2019140063	aakash.sondagar@gmail.com	8080240015	IT	Offer Accepted
6	Aditya	Bapat	2019140007	aditya.bapat@spit.ac.in	9967406003	IT	Offer Accepted
7	Samay	Gada	2019110012	samay.gada@spit.ac.in	7506834121	ETRX	Offer Accepted
8	Manan	Savla	2019140055	manan.savla@spit.ac.in	7021135965	IT	Under Processing

We want to register for Campus Hiring, kindly let us know the process.



S.P.I.T. TPC <tpc@spit.ac.in>

to Anmol Neha, me =

Hello Neha,

Please find the desired details of the shortlisted students:

College	Students Name	Certification Done	Languages Known	Preference(Languages)
SPIT	Vivek Pocjari	N. A.	C, Python, Javascript	Javascript, Python
SPIT	Niraj Parkash Aswani	N. A.	C, Python	Python
SPIT	Satyam Rai	N. A.	C, C++, Python	C++
SPIT	Sejal Bhagoji Gurkha	N. A.	C, Python	Python
SPIT	Anushka Sinha	N. A.	C, Java	Java
SPIT	Pankaj Gaikwad	N. A.	C, Python, Java	Python

Regards,

Anmol Khy | Placement Cell

+91-8082314834 | anmol.khy@spit.ac.in



Hemant.Kochhar@t-systems.com
to: prathamesh.bhal, SHASHIKALI.KULLAKAM, ms, Adithya-Patt
Hi Prathamesh,

As discussed, below is the list of shortlisted candidates.

Please keep them informed about the PI test which is scheduled for today at 7:30PM.

We confirm you the location where we will be meeting these candidates.

Candidate Id	Name	Gender
34711276	Vishal Falguni Sonde	Male
34711982	Pooja Mishra	Female
34712014	Kabesh Gaffari	Male
34712177	Sandesh Banerjee	Male
34713598	Shanti Kude	Female

Regards
Hemant K K

Sat, Aug 6, 2022, 6:31PM



Vanessa Rodrigues <vanessa@versoninvest.com>
to Bimla, me, Aditya ·

Hello,

We are very happy to share that we have extended offers to the following students. We thank you for all your support throughout the whole process.

First Name	Last Name	Email Address
Darshan	Somani	darshan.somani@spt.ac.in
Rohit	Desai	rohit.desai@spt.ac.in
Sanket	Nithaware	sanketnithi@gmail.com
Aamey	Pawararkar	aamey.pawararkar@spt.ac.in
Shweta	Ghoudhary	shweta.ghoudhary@spt.ac.in
Aayushi	Masurekar	aayushi.masurekar@spt.ac.in

Best,

Vanessa Rodrigues

Human Resources Manager

Sat, Aug 6, 2022, 6:31PM



Vanessa Rodrigues <vanessa@versoninvest.com>
to Simla, me, Aditya ·

Hello,

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First Name	Last Name	Email Address
Carshan	Somani	carshan.somani@spt.ac.in
Rohit	Desai	rohit.desai@spt.ac.in
Sanket	Nithaware	sanketnithi@gmail.com
Aamey	Pawarankar	aamey.pawarankar@spt.ac.in
Shweta	Ghoudhary	shweta.ghoudhary@spt.ac.in
Aayushi	Masurekar	aayushi.masurekar@spt.ac.in

Best,

Vanessa Rodrigues

Human Resources Manager

Quantphi Final Shortlist - SPIT - 2023 batch

External

Inbox

Pinned messages

Quantphi 2023



Career Virtuaverse <careervirtuaverse@quantphi.com>
To me, Janhavi, Chiragender, Nitin, Prakash, Pratik

Thu, Aug 25, 2022, 3:54 PM



Dear Saka Sir,

Congratulations to all the selected students (listed below), please do convey our wishes.

Please share with us the acceptance of these offers within 48 hours, so that we add those confirmations to our selection list.

We would also like to thank all the applicants for showing interest in the career opportunity with Quantphi and wish them all the best for their future endeavors.

Thanks to Saka sir, Janhavi and other student coordinators for being a great support throughout the process.

Quantphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshus	blessedsamjoshus1@gmail.com	9967573920	Business Analyst
Nidhi Amol Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst

Quantiphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshua	blessedsamjoshua1@gmail.com	9967573920	Business Analyst
Nidhi Amod Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst
Swapnil Mandavilli	swapnil190301@gmail.com	8433661435	Business Analyst
Aryan Mayur Dali	aryan.dali@gmail.com	9867667847	Business Analyst
Suraj Prakkash Nair	surajnair680@gmail.com	9004895851	Business Analyst
Sarvesha Rajendra Shinde	sarvesha.shinde1502@gmail.com	9869125798	Business Analyst
Shivani Dharamarajan Eranjikal	eranjikal.s@gmail.com	9833091012	Framework Engineer
Shruti Vishwanath Shetty	shruti.shetty@spit.ac.in	9324314921	Framework Engineer
Smriti Venkat Islur	smriti.islur@spit.ac.in	7058905453	Framework Engineer
Tirsha Asim Das	tirsha.das@spit.ac.in	9145495331	Framework Engineer
Dhananjay Avinash Salunke	dhananjay.salunke@spit.ac.in	8149038653	Framework Engineer
Shahid Mansoor Shaikh	shahidms1011@gmail.com	9321050595	Framework Engineer
Jayesh Vikas Bane	jayeshvbane@gmail.com	9967186971	Machine Learning
Devansh Vinit Palliyath	devansh302001@gmail.com	9326222740	Machine Learning
Sachin Premchand Bagoriya	sachin.bagoriya@spit.ac.in	9082142936	Machine Learning

2022 RELEASE UNDER E.O. 14176

----- Personalized message -----
From: Nitika Kishore <nitika.kishore@oracle.com>
Date: Thu, 16 Sept 2021, 16:57
Subject: Re: Initiator to play Pymodel - Oracle Data Business Services licensing Payment Process
To: Oracle Database Licensing <ORACLE-DB-L@LISTSERV.ORA.COM>

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Please list below the top 10 most fit business. The first letter is the top 10 business and the second letter is the bottom 10 business.

#	Full Name	Email ID	Subscription Status	Last Logon	Entitlement Record
1	Tanya Thompson System Admin	tanyathompson@sample.com	Enabled	2023-06-15 10:00:00	Ent1
2	Mike Smith	mikesmith@sample.com	Enabled	2023-05-10 09:00:00	Ent2
3	Thomas Wilson	thomas.wilson@sample.com	Enabled	2023-04-20 08:00:00	Ent3
4	Austin Kellar	austinkellar@sample.com	Enabled	2023-03-15 07:00:00	Ent4
5	Patricia Brown	patricia.brown@sample.com	Enabled	2023-02-10 06:00:00	Ent5
6	Adrian Martinez	adrian.martinez@sample.com	Enabled	2023-01-20 05:00:00	Ent6
7	Yvonne Rodriguez	yvonne.rodriguez@sample.com	Enabled	2022-12-15 04:00:00	Ent7
8	Leanne Ann Morris	leanne.morris@sample.com	Enabled	2022-11-10 03:00:00	Ent8
9	Russell Jonathan Clark	russell.clark@sample.com	Enabled	2022-10-05 02:00:00	Ent9
10	Howard Jonathan Mall	howard.mall@sample.com	Enabled	2022-09-01 01:00:00	Ent10
11	John May	john.may@sample.com	Enabled	2022-08-01 00:00:00	Ent11
12	Isabel Muñoz	isabel.muñoz@sample.com	Enabled	2022-07-01 00:00:00	Ent12
13	Brooks Anna Hart	brooks.hart@sample.com	Enabled	2022-06-01 00:00:00	Ent13

Program
Activity

Ind-ConsultingOCR <ind-ConsultingOCR@pep.com>

to chinneraj.joshi@spit.ac.in, tpc@spit.ac.in, TPC_me, Stephanie_Rohit, Krish, Ashutosh, Shrunka_Priyanika

Dear Team,

On behalf of **GEF**, thank you so much for hosting us for the campus placements. Please convey our sincere thanks to the students, coordinators, and faculty for the support and patience without which conducting this placement drive would not have been possible in this virtual set-up.

We are happy to inform you that the following is the list of final hires for **GEF** from SPCE & SPIT and request you to sign the below-mentioned students out of the campus placement process now.

SPIT	Shreya Shetye	9024310852	shreya.shetye@spit.ac.in
SPIT	Sneha Ghuge	7448223942	sneha.ghuge@spit.ac.in
SPIT	Aayush Kawathekar	9324188747	aayush.kawathekar@gmail.com
SPCE	Milind Tambuskar	9518569429	milindtambuskar305@gmail.com
SPIT	Siddharth Deshpande	9766706006	siddharth.deshpande@spit.ac.in
SPIT	Abhinav Pallayil	9769096131	abhinavpallayil@gmail.com
SPCE	Meghana Venkitekar	9867707058	vly.jekar.meghana@gmail.com

155 EXTC

27-23

L quantiphi
Solving What Matters

Certified
MAR 2022 - MAR 2025
INDIA

"THE
FUTURE
IS HERE"

TOTAL REWARDS STATEMENT

Private

EXTC
2022-23



[Signature]

Date : December 23, 2022

Ms. Smriti Venkatesan

Email: smriti.venkatesan@gmail.com | Phone Number: 7058905453

Congratulations! We are excited to have you on board and appreciate all the conversations we have had during the course of the selection process. At Quantiphi, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contributing towards your overall growth, holistic development, and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family, and your long-term association with Quantiphi.

This detailed statement has been created to give you an insight into your benefits as full-time employees at Q and a complete understanding of your compensation package post internship.

Please refer to page 1 of this document for your TRS w.e.f. from **March 20, 2023** designated as Intern - Framework Engineer at our Mumbai, Maharashtra office.

Regards,

Mohini Patichowdhury

Head-HR

Your Total Rewards Packages (INR) - 850,000



Your Compensation

This represents your total compensation which includes your fixed and variable pay.



Health and Wellness

Incentives taken by Q to promote health and wellness amongst its employees.



Performance Rewards

Incentives linked to your performance and what they mean to you.



Learning and Growing With Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and growth.



Benefits at Q

Unique offerings beyond your compensation structure that provide access to



Celebrating Life at Q

Q celebrates its employees and their contributions, recognising the need for rejuvenation and encourage independent thinking.



Strictly Confidential. Do not forward

Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- i. Our Flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.
- ii. This programme aims to be both challenging and rewarding while keeping the current guidelines issued by the Ministry of Health.

2. During the internship:

- i. The internship program is for a duration of (1) four months from the date of joining mentioned above.
- ii. During this period, you are expected to use your own laptop. Quantiphi's IT team will have the right to implement all necessary changes as per the Company's security policy and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange (borrow / rent) one before the start of your internship.

3. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation.
- ii. Post completion of your internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during the internship:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs.23000 per month (Rupees Twenty Three Thousand Only per month)**
- ii. You will be eligible for Internet reimbursement of **Rs. 600/- per month** for your internship period.

5. Notice Period during the internship:

This Contract is terminable by either party giving one month's notice period for no cause. During the period of the internship, the company can terminate the contract by giving one week's notice. At its sole discretion, the Company may consider accepting payment in lieu of a notice period not served by an employee. If an employee has any utilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

6. Offer Confirmation:

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation.



Total Rewards Package (Full Time Employee)

Particulars	Amount	Payable
Fixed Components	(INR) 650,000	Split Monthly (Refer to Offer Letter)
QCOP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

1. **QCOP -** This payout is a way to recognize and reward the exemplary performance of high performing and ambitious professionals. The QCOP component shall be paid out as per the QCOP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines.
2. **Notice Period post Joining -** Your employment is contingent on a successful background / reference check that the Company may conduct at its discretion. For conducting background / reference checks by the Company, all the documents listed in Annexure must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.
 In the event you fail to do so, the Company shall, at its sole discretion:
 - Withdraw this Offer Letter.
 - Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 2 months if you choose to leave from the date of confirmation as full-time employee

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any utilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

Authorized Signatory
Mohini Palchowdhury
Head of HR



Agreed and Accepted
Smriti Venkat Islur

Your Compensation

Particulars	Ratio	Annual	Monthly	Details
Basic Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
LTA	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Vehicle Fuel Reimbursement	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Coupon	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Commuter Allowance	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	
DA	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
PF	8.81% of Basic	(INR) 15,636	(INR) 1,303	Statutory
	Sum of (I) & (II)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	
PTD	12% of 15k/Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
Professional Tax Deduction	Fixed	(INR) 200		Professional Tax Deduction
	Calculated	(INR) 24,000	(INR) 2,000	Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064		

Your employment is contingent to a successful background / reference check that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter.
2. Terminate your services without liability in case you have already joined the Company.

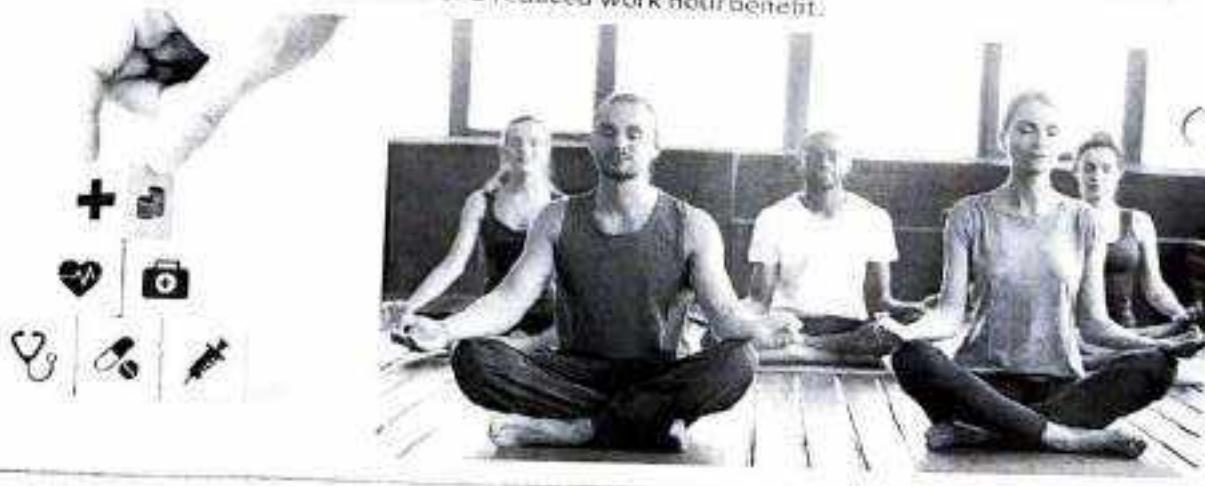
For conducting background/reference check by the Company, all the documents listed in Annexure must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.



Health and Wellness

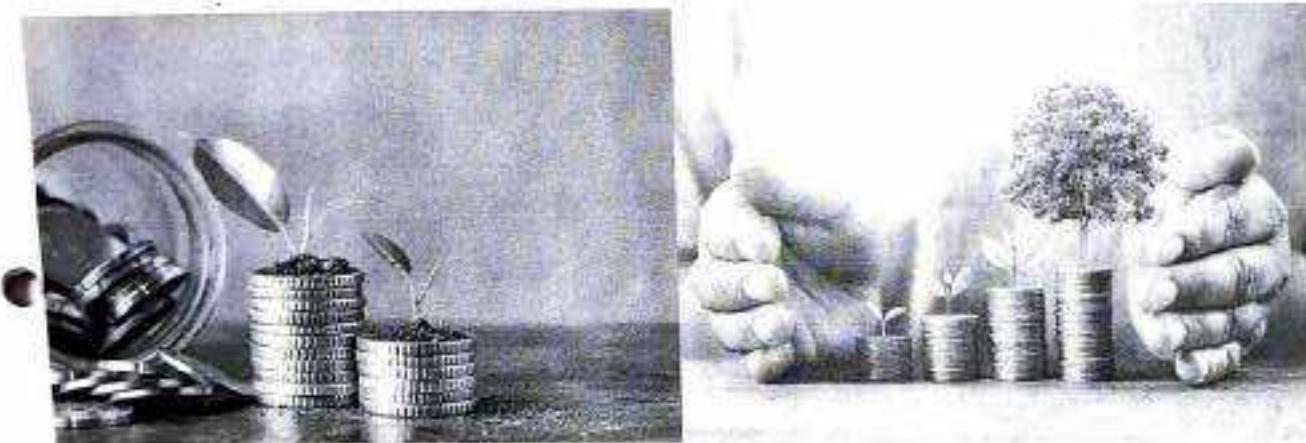
Quantip provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- **Employee Wellness Assistance Program** - Easy and nonjudgemental access to counseling facilities available 24/7/365 days with our partners, TATA Img. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present at the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their TATA Img portal.
- **Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of 5 lacs for employees, spouse, and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent at a nominal premium.
- **Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies, and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- **Zen Days** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilize the day to focus on closing tasks that need your undivided attention. Additionally, you also get pre-defined days as pocketful of Zen.
- **Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers.
- **Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 1 month of paid sabbatical applicable in case of Child Care or Patient Care.
- **Child care** - Employees who have children upto the age of 10 years can avail of 2 additional days of leave in a year for the purpose of attending to or taking care of their wards.
- **New parent Support** - Every full-time employee on the direct payroll of Q and who is entitled to avail of Maternity/ Paternity benefits can avail of a reduced work hour benefit.



Linked Incentives

Meritocracy is the driving force in Quantiphi, along with innovation and constant upskilling are core to our Values. Quantiphi always focuses on and never shies away from appreciating and rewarding outstanding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps Q grow and flourish.



- **Company or Sales Linked Incentives** - With the growth in the organization, these options open up after a successful stint in your first appraisals to appreciate your contribution towards the Organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employee's contributions and provides wealth enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high performing employees through wealth enhancement options like PII. All eligible employees have an equal opportunity to earn up to 120% of the PII.
- **ESOPs**: Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCOP**: Q rewards high performing campus hires through wealth enhancement options like QCOP reward.



Learning and Growing with 

True believers of the philosophy of Learn, Earn, and Leap: upskilling and learning are highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



- **Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
 - **Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization.
 - **Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Jambay to aid first time managers.
 - **Leadership Development Program** - 6 month development program for Senior Leaders with vendor partner CCL dedicated to create future Leaders.
 - **Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan up to 30% of educational expenses.
 - **International Travel Options** - With a growing global footprint Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
 - **Skill-based promotions (Quarterly)** - Q rewards talent and skill through skill-based promotions that take place every quarter.



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Others Benefits at Q



Aiming up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a workplace that has employee-friendly policies, an innovation conducive work environment, and encouraging opportunities for all our employees.

Benefits@Q paves the way for a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to Ola and Uber facilities for official requirements, Leaves, Employee Loan/Salary Advance Option, Leave Sharing Option, etc.

- Leaves

Earned Leave:

24 days day of annual leave that can be used by employees based on their need of which **10 days of mandatory vacation leave** in a year ensures equal focus on employees' welfare.

Bereavement Leave:

In the unfortunate event of the demise of an immediate family member (parents, spouse, sibling, children or parents-in-law, grand-parents), employees are provided **5 working days of paid leave**.

Parental Leave:

Maternity, Paternity, Adoption Leaves which can be taken as per an employee's eligibility.

- **Financial well-being** - Employee loan option up to 5 lacs available to all eligible ones in cases of medical emergencies (extended to the family which includes parents, spouse, siblings or children), employees' own marriage, Child Education, Home loan, Employees Marriage.
- **Leave Sharing Option** - In case of personal emergencies employees can share their leave with colleagues to support them during difficult times.



Benefits Continued

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognitions and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave - Official Birthdays:** Official Birthdays of employee/spouse/children or Anniversaries are considered as leaves.
- **Reward and Recognition -** Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits. Our Thank You is to you and your family!
- **Flexi holiday calendar -** Every member of the Q family is entitled to three floating holidays in a year. These 3 days can be chosen from the preexisting list of restricted holidays on ZOHIC.
- **Covid Care and Virtual Support -** From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payment and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment:** Employee Loan Repayment Program (ELRP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.



Uma



quantiphi

General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws.
2. Performance linked incentives, if any, shall be paid as per company policy.
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of July 2024.
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
6. You will be further inducted on the performance system on the day of joining.
7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time.
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972.
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment.
 - b) This will cover expenditure on self and family travel along with food expenses.
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (If applicable).
2. Previous experience certificates. (If applicable).
3. Copies of certificates/diplomas/degrees of educational qualifications. (Std. X, Std. XII, Graduation, and post-graduation).
4. Last 3 months' pay slip (If applicable).
5. Proof of date of birth.
6. Proof of current address.
7. PAN Card (3 copies).
8. Aadhar Card (3 copies).
9. Copy of latest valid passport.
10. Latest Passport size photograph.
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC).



Great
Places
To
Work

Certified
Best Workplaces
2014

Quantiphi
Solving what Matters

"THE
GUIDE
IS HERE"

WELCOME TO
QUANTIPHI

Private and confidential



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NOMURA

Nomura Services India Private Limited
Address - 107, Floor 10, Bhatia Commercial Building,
Mumbai - 400 056, India

Telephone: +91 22 3057 4626
Faxline: +91 22 3057 2771
Website: www.nomura.com

08 December 2022

Ayush Manoj Sharma
Sardar Patel Institute of Technology
Mumbai - 400 056

02

Dear Ayush,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ('the firm') in Wholesale Data Services division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 50,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 09 January 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyright is made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.

Nomura Services India Private Limited
Regd. Office No. U71201Mumbai400056
A member of the Nomura Group of Companies



Nomura Services India Private Limited
Nehru Place, 17th Floor, Sector 1A, Noida
Uttar Pradesh - 201301, India

Telephone: +91 120 351 404
Fax: +91 120 350 771
Email: nomura@nomura.com

For the purpose of your internship, you may be required to process Personal Information. Personal Information means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm, if so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any suit.

In agreeing to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause) "Reason and penalty" upon 7 days' prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events: (a) if the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) if you fail to clear background check as carried out by the Firm; (c) if you fail to satisfy any of the terms and conditions of this letter; and (d) if you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to return during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The substantive conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding arbitration in Mumbai pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**
Digitally signed by
Reshma Khanna
Date: 2022.11.05
S/Reshma Khanna

Reshma Khanna
Vice President - Human Resources

Nomura Services India Private Limited
17th Floor, Sector 1A, Noida
Uttar Pradesh - 201301, India



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NOMURA

Nomura Services India Private Limited

Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 086, India

Telephone: +91 22 3053 4626

Fax/Faxline: +91 22 3063 2111

Website: www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature.....

Ayush Manoj Sharma

Date:

20/12/2007



Nomura Services India Private Limited
Regd. Office No. U72200MH1220490147816
A member of the Nomura group of companies

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District Powai
Mumbai - 400 076, India.

Telephone: +91 22 3052 4426
Facsimile: +91 22 3093 2111
Website: www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester – 10th Floor, Powai Business District
Powai, Mumbai – 400 076





03

TO WHOMSOEVER THIS MAY CONCERN**Letter of Intent**

This is to notify that we intend to offer an internship opportunity to Mr. Yogesh Dashrath Kadam who is currently pursuing Bachelors in Technology at Sardar Patel Institute of Technology effective February 20th 2023 for a period of 4 months.

Anthony Vinod
Sr Manager, Human Resources
TransUnion Global Technology Center LLP

Date: 27th Jan 2023


A handwritten signature in blue ink, appearing to read "Yogesh Kadam".

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TO WHOMSOEVER THIS MAY CONCERN

Letter of Intent

This is to notify that we intend to offer an internship opportunity to Mr. **Niraj Suresh Dhodi** who is currently pursuing Bachelor's in Technology at Sardar Patel Institute of Technology effective February 20th 2023 for a period of 4 months.

[Signature]
 Anthony Vinoth
 Sr Manager, Human Resources
 TransUnion Global Technology Center LLP

Date: 27th Jan 2023



[Signature]



Abhinav Pallayil

1/20/2023

Subject: Letter of Internship

Dear Abhinav,

We are pleased to welcome you as Intern - Senior Analyst with GEP (dba GEP Solutions Private Limited, hereinafter referred to as 'the Company') from 2/1/2023 to 7/31/2023 on the following terms and conditions:

1. You will be entitled for a monthly stipend of INR 30,000.00 per month.
2. At the project location city, in your case Mumbai, India, you are expected to make your own accommodation arrangements. During your tenure with GEP, travel to and from the workplace shall be provided by the GEP in-house transport helpdesk.
3. Your working hours will be as per those of the client or as per the office as the case may be. You will not be entitled to any benefits and allowances as applicable to the employees of the Firm.
4. You will be bound by the GEP Confidentiality/Protective Agreement to be signed upon joining for holding in confidence any trade secrets or confidential business & technical information of the Firm or its clients.
5. Upon joining you will be required to sign a standard undertaking on your obligations to conform to organizational discipline, rules, policies and norms.
6. During your tenure with GEP, you will be governed by the Service Rules and regulations of the Firm currently in force or as modified/ amended from time to time.
7. No Commitments other than what is mentioned in this letter and what may be communicated to you in writing subsequently will be applicable.
8. Your notice period for the period of the internship will be 30 days.

Looking forward to having you with us and hope you have a rewarding and challenging experience with GEP.

Please sign and email us a duplicate copy of this letter as a token of your acceptance.

We welcome you to the GEP family and wish you all the very best.

Yours Truly,

Subhash Makhija
Chief Executive Officer

Please select if you acknowledge and accept or decline the terms and conditions of this Offer



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11.9

of Employment below.
I accept the offer

Signature Abhinav Pallayil 20-1-2023 1:03 PM
(checking the checkbox above is equivalent to a handwritten signature)

You are required to print, sign on all pages, scan and email back the complete letter along with the completed acceptance section to Priyanka Landge (priyanka.landge@gep.com) no later than .

Acceptance of Offer

I, Abhinav Pallayil, accept the position of Intern - Senior Analyst, and agree to all terms and conditions set out in this letter.

Thank you,

Abhinav Pallayil



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Great
Place
To
Work

Certified
MAINTAIN, MAY 2019
NIST

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DRIVING WHAT MATTERS



"THE
FUTURE
IS HERE"



TOTAL REWARDS STATEMENT

Private and confidential



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Date : December 23, 2022

Mr. Jayesh Vikas Bane

Email: jayesh.bane@gmail.com | Phone Number: 9967186971

Congratulations! We are excited to have you on board and appreciate all the conversations we have had during the course of the selection process. At Quantiphi, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contributing towards your overall growth, holistic development, and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family, and your long-term association with Quantiphi.

This detailed statement has been created to give you an insight into your benefits as full-time employees at Q and a complete understanding of your compensation package post internship.

Please refer to page 4 of this document for your TRS w.e.f. from **March 20, 2023** designated as **Intern - Machine Learning Engineer** at our Mumbai, Maharashtra office.

Regards

Mohini Palchowdhury

Head-HR

Your Total Rewards Packages (INR) - **850,000**



Your Compensation

This represents your total compensation, which includes your fixed and variable pay.



Health and Wellness

Initiatives taken by Q to promote health and wellness amongst its employees.



Performance Rewards

Incentives linked to your performance and what they mean to you.



Learning and Growing with Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and growth.



Benefits at Q

Unique offerings beyond your compensation structure that you'll have access to.



Celebrating Life at Q

Q celebrates its employees and their contributions, recognizing the need for rejuvenation and encourage independent thinking.

Virtuverse Program

As part of the onboarding process, you will be enrolled onto our Internship program. Details regarding the same are as follows:

1. Details:

- Our Flagship Intern's programme, "Virtuverse" is designed to provide you exposure across domain knowledge on Machine Learning, Big Data etc.
- This program aims to be both challenging and rewarding while keeping the COVID-19 guidelines issued by the Ministry of Health.

2. During the internship:

- The Internship program is for a duration of 3 - 4 months from the date of joining mentioned above.
- During this period, you are expected to use your own laptop. Quantiphi Team will have the right to implement all necessary changes as per the Company's security norms and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange one on timeline before the start of your Internship.

3. Performance Evaluation:

- During this Internship period, your performance will be subjected to continuous evaluation. Upon completion of your Internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the Internship shall be terminated, both of which shall be done in writing and in accordance with which will be at the sole discretion of the Company.

4. Compensation during the internship:

- The remuneration of your Internship during your tenure in the company on a company-company basis shall be **Rs.23000/- per month (Rupees Twenty Three Thousand Only per month)**.
- You will be eligible for Internet reimbursement of **Rs. 600/- per month** for your Internship period.

5. Notice Period during the internship:

- This Contract is terminable by either party giving one month's notice or earlier no cause. During the period of the Internship, the company can terminate the contract by giving one month's notice. At its sole discretion, the Company may consider deducting payment in lieu of a notice period not served by an employee. If an employee has any unutilized leaves, adjustments of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

6. Offer Confirmation:

- This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have ~~any marks less than 50%~~ till the final examination. In the event that you do not pass any of the aforesaid examinations, the Company may withdraw its offer of employment and revoke the appointment after giving due compensation.



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Total Rewards Package

(Full Time Employee)

Particulars	Amount	Payable
Fixed Component	(INR) 650,000	split Monthly (Refer to payout)
QCDP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCDP** - This payout is a way to recognise and reward the exemplary performance of high-performing and ambitious professionals. The QCDP component shall be paid out as per the QCDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines.
- Notice Period post Joining** - Your employment is conditional on a successful background / reference check that the Company may conduct at its discretion. For conducting background / reference checks by the Company, all the documents listed in **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.
In the event you fail to do so, the Company shall, at its sole discretion:
 - Withdraw this Offer Letter.
 - Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 3 months if you choose to leave from the date of confirmation as full-time employee.

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

Authorized Signatory
Mohini Palchowdhury
Head-HR



Strictly Confidential. Do not forward



Agreed and Accepted
Jayesh Vikas Bane

Your Compensation



quantiphi

Particulars	Ratio	Annual	Monthly	Details
Basic Salary	% of Total CTC	(INR) 52,600	(INR) 27,983	
HRA	% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
DA	% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Conveyance Allowance	Fixed	(INR) 2,500	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Car Allowance	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Balancing amount		(INR) 65,750	(INR) 5,479	Balancing amount
Cross Salary (A)		(INR) 650,000	(INR) 54,167	
PF (12% of Basic + DA + DA)	(INR) 21,000	(INR) 1,800		Statutory
ESI (8% of Basic + DA)	(INR) 15,556	(INR) 1,303		Statutory
Leave (I) & (II)	(INR) 27,250	(INR) 2,200		Statutory
(A) - (B)		(INR) 612,764	(INR) 51,064	
Child Allowance (or Child Tax Credit)	(INR) 20,000	(INR) 1,800		Statutory
Conveyance	(INR) 200			Professional Tax Deduction
Total Annual Payout (indicative)	Calculated	(INR) 26,167	(INR) 2,000	Total Annual Deductions
	Net Salary - Total Deductions	(INR) 49,064		

Employment : contingent to a successful background / reference check that the Company may conduct at its sole discretion. If, however, you fail to do so, the Company shall, at its sole discretion:

1. Take immediate action.

2. Terminate your employment liability without prior notice already joined the Company.

The Company reserves the right to conduct a document check by the Company, all the documents listed in **Annexure A** must be submitted by you by uploading clear and legible copies of all the listed documents on the portal of the concerned organization, a copy of which will be shared with you on the day of joining date. Your uploaded documents must be completed by you within one day from your date of joining date.

Review by:

Quantiphi Confidential Letter Template

10/4/5

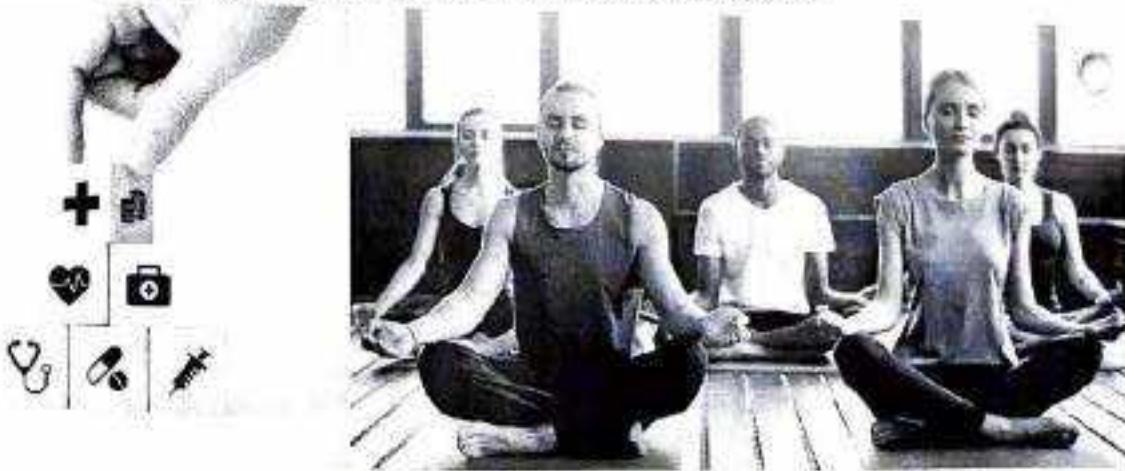
Umesh

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Health and Wellness

Quantiphi provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- **Employee Wellness Assistance Program** - Easy and nonjudgemental access to counseling facilities available 24/7*365 days with our partners TATA 1mg. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present at the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their TATA 1mg portal.
- **Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of 5 lacs for employees, spouse, and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent at a nominal premium.
- **Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies, and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- **Zen Days** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilize the day to focus on closing tasks that need your undivided attention. Additionally, you also get pre-defined days as pocketful of Zen.
- **Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail 3 additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers.
- **Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 1 month of paid sabbatical applicable in case of Child Care or Patient Care.
- **Child care** - Employees who have children upto the age of 10 years can avail of 2 additional days of leave in a year for the purpose of attending to or taking care of their wards.
- **New parent Support** - Every full-time employee on the direct payroll of Q and who is entitled to avail of Maternity/ Paternity benefits can avail of a reduced work hour benefit.



Linked Incentives

Motivation is the driving force in Quantiphi, along with innovation and constant upskilling are core to our values. Quantiphi always focuses on and uses this energy from appreciating and rewarding outstanding employees, and the work that they do. We have various mechanisms to thank our employees for the effort, the passion which helps to grow and develop.



- **Company or Sales Linked incentives** - With the growth in the organization, these options open up after a successful stint in your best appraisal, to appreciate your contribution towards the organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employees' contributions and provides wealth enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high-performing employees through wealth enhancement options like P.L.I. All eligible employees have an equal opportunity to earn up to 120% of the P.L.I.
- **ESOPs:** Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCOP:** Q rewards high-performing campus hires through wealth enhancement options like QCOP reward.



Learning and Growing with Q

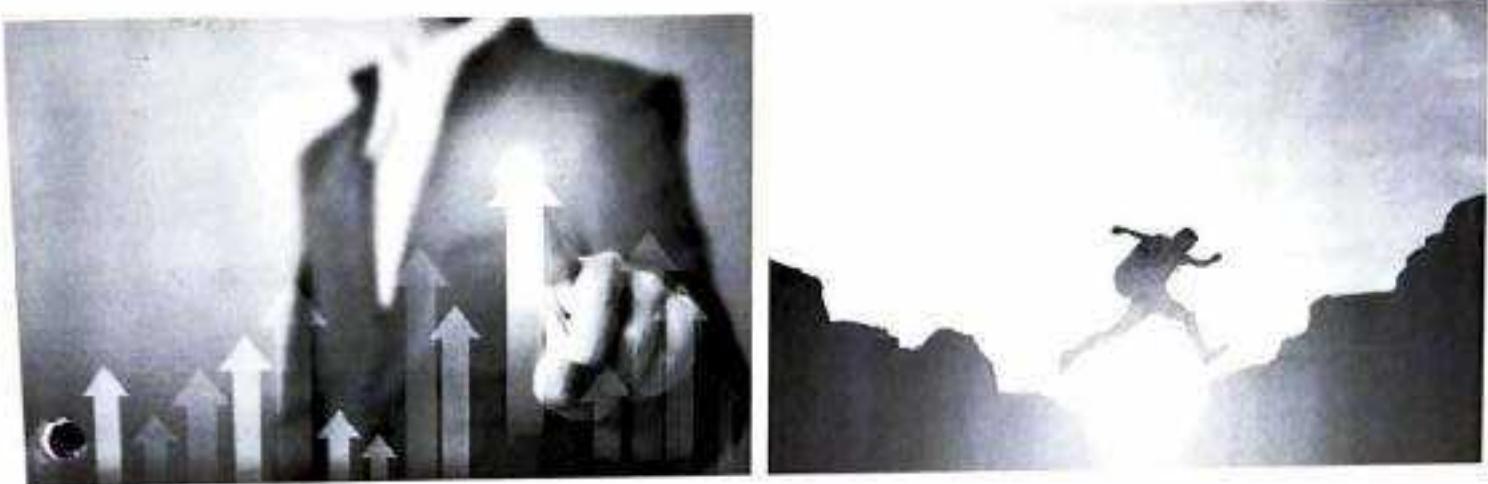
True believers of the philosophy of Learn, Earn, and Leap upskilling, and learning are highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below to grow professionally and personally.



S U C C E S S

- **Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
- **Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a 16 monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization.
- **Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Don't Say Goodbye for first time managers.
- **Leadership Development Program** - 6 month development program for senior leaders with vendor partner CCL dedicated to future future leaders.
- **Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan upto 50% of educational expenses.
- **International Travel Options** - With a growing global footprint Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
- **Skill-based promotions (Quarterly)** - Q recognizes and rewards talent and skill through skill-based promotions that take place quarterly.

Others Benefits at



amazing up the experience of being a part of the Q family and important representatives of our culture. We strive to provide our employees with a workplace that has employee-friendly policies, an innovative workplace, a comfortable, and enriching opportunities for all our employees.

Benefits & Q. covers the way of a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to Ola and Obez facilities for official requirements, Leaves, Employee Loan/Salary Advance Option, Leave Shifting Option, etc.

• Leaves

Earned Leave:

24 days day of annual leave
that can be used by employees
based on their need of which **10
days of mandatory vacation
leave** in a year ensures equal
focus on employees' wellbeing.

Bereavement Leave:

In the United States, every of the demise of an immediate family member (parents, spouse, sibling, children) or parents-in-law, grandparents, employees are provided **5 working days** of paid leave.

Parental Leave:

Maternity, Paternity, Adoption
Leaves which can be taken as
per an employees eligibility.

- Financial well-being** - Employee loan option up to 5 lacs available to all eligible ones in cases of medical emergencies (extended to the family which includes parents, spouse, siblings or children) employees' own marriage, Child Education, Home loan, Employees Marriage.
 - Leave Sharing Option** - In case of personal emergencies employees can share their leave with colleagues to support them during difficult time.

Benefits Continued

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave** - Official Birthdays of employee/spouse/children or Anniversaries are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits - our thank you is to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to three Floating holidays in a year. These 3 days can be chosen from the preexisting list of restricted holidays on Zoho.
- **Covid Care and Virtual Support** - From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment:** Employee Loan Repayment Program (ELPP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.





quantiphi

General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws.
2. Performance linked incentives, if any, shall be paid as per company policy.
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of **July 2024**.
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
6. You will be further inducted on the performance system on the day of joining.
7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per Income tax rates as applicable from time to time.
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972.
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment.
 - b) This will cover expenditure on self and family travel along with food expenses.
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (if applicable).
2. Previous experience certificates. (If applicable)
3. Copies of certificates/diplomas/degrees of educational qualifications. (Std. X, Std. XII, Graduation, and post-graduation).
4. Last 3 months' pay slip (If applicable).
5. Proof of date of birth.
6. Proof of current address.
7. PAN Card (3 copies)
8. Aadhar Card (3 copies)
9. Copy of latest valid passport.
10. Latest Passport size photograph.
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC).



Great
Place
to
Work

Certified
MADE BETTER MADE BETTER
IN USA

Quantiphi

SOLVING WHAT DATA CAN

"THE
FUTURE
IS HERE"

WELCOME TO
QUANTIPHI

Private and confidential



MM

JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

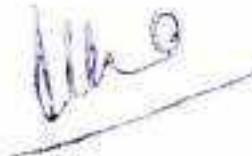
Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience,


A handwritten signature in blue ink, appearing to read "John" or "John Q.", followed by a long horizontal line.

J.P.Morgan

24-Nov-2022

Richa Motwani
Andheri
-400093
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Richa,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Global Risk & Compliance Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



Uma

the Additional Sum
If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc., and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party.
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (or, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P.Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality



You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post Internship Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:
- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ('JPMC') Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile: +91 22 6125 0000



September 2, 2022

Ms. Sarvesha Rajendra Shinde
 Email id: sarvesha.shinde1502@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ("Company")

Dear Sarvesha Rajendra Shinde,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR 8,50,000/- annually on a cost to company basis.

DB

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ("Virtuaverse") with us and thereby leading to confirmation as a full-time employee based on your performance.

"Virtuaverse" is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

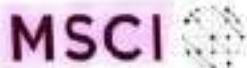
Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.


 Authorized Signatory
 Mohini Palchowdhury
 (Head - Human Resources)


 Agreed and Accepted
 Sarvesha Rajendra Shinde





December 16, 2022

Dear **Deeksha**

Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on Vernon.Fernandes@msci.com or Sabrina Khatri on Sabrina.Khatri@msci.com if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



12th Floor | IT Building No. 3 (Nesco II Park, NESCO Complex | Goregaon (East) | Mumbai | 400063 | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

MSCI Services Pvt. Information Classification: CONFIDENTIAL - H540
msci.com

1370

1425

MSCI

PRIVATE AND CONFIDENTIAL

December 16, 2022

By Email

Dear Deepika,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Technology & Data Department.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus payouts by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be pro-rated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit).

Components	Amount	
A. Basic Salary	880,044.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	413,556.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	1,320,000.00	INR p.a.
E. Firm's contribution to Provident Fund	105,805.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	42,110.00	INR p.a.
Cost to Company	1,467,915.00	INR p.a.

12th Floor, J.J. Malhotra Marg, Sector 101, Pashan, Pune - 411 041, Maharashtra, India | +91 22 6794 9121 | +91 72 6794 9121



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Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 66,000 / 5% of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st 2023. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life Insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure I for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.



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OBLIGATION TO OBSERVE RULES AND POLICIES

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves the right from time to time to assign you to work in such shifts as required for business reasons. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Location of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the MSCI Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between these policies and this letter, this letter shall take precedence, unless, the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employer's business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of engagement, to transfer any brokerage/stock accounts that you may have to or control to a designated institution for surveillance and review by the MSCI Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purpose as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.



126, Fort Hill Building, 2nd Floor, Fort Hill Park, Nerul, Navi Mumbai - 400614 (Mumbai) India
Phone: +91 22 6784 9129 | +91 22 2793121



PROBATION AND OTHER CONTINGENCIES

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice or payment of fourteen days of base salary in lieu of notice. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' notice or payment of 60 days base salary in lieu of notice. The Firm reserves the right to change the above mentioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check.
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.



We are looking forward to your joining the firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, after that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.Fernandes@msci.com or Sabrina Khan at Sabrina.Khan@msci.com if you have any questions on any of the above.

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

1. I hereby accept employment on the terms and conditions stated above.
2. I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Deeksha Pal

Dec 20, 2022

Deeksha Pal

Date

Subject to the agreement of the Firm, my proposed start date is: 12-Jun-2023



119, Mar 11 Building No. 11 Nesto E-11 Nesto Complex, Goregaon (East), Mumbai - 400062 | Tel.:
Office: +91 22 6564 0123 | +91 22 6564 0121

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December 12, 2022

Internship Letter

Name : Dhiraj Shashikant Choudhari
Location : Mumbai

10

Dear Dhiraj,

We are delighted to welcome you to BDO family as an intern in the Technology Services team.

BDO is a leading professional services organization and are global leaders in the mid-tier segment. BDO India LLP ('BDO India' or 'the Firm') is a member firm of BDO International, the 5th largest Accounting Network in the world.

At BDO India, we offer Assurance, Tax, Advisory and Business Services & Outsourcing for both domestic and international clients across a range of industries.

We take pride in offering our service portfolio built on the back of a rich blend of experience and expertise, bringing to fore a work culture that is both client-centric and knowledge driven. We believe in quality underpinning all that we do. We endeavor to deliver truly exceptional client service through a tailored solutions approach, while partnering with our employees and clients globally.

We welcome you to be part of our onward journey to build a world-class Firm.

Date of Commencement	: 9 January 2023
Duration	: From 9 January 2023 to 10 July 2023
Business Function	: Technology Services
Stipend	: Rs. 10,000/- (Rupees Ten Thousand Only)
Location	: Mumbai

Best wishes for an exciting and successful stint with us!

For BDO India LLP

Meenakshi Ganju Digital Signature: Meenakshi Ganju
Date: 2023-12-12 10:10:21 +0530

Meenakshi Ganju
Partner & CFO - Human Resources

Signed and accepted,

Name:
Date:

BDO India LLP, an Indian limited liability partnership firm, with LLP Identity No. A201 1990, is a member of BDO International Limited, a UK company, limited by guarantee, and forms part of the international BDO network of independent member firms.

Regd. Office: The Ruby, Level 9, Mehta West Wing, Sionkata, Bapuji Marg, Dadar (W), Mumbai 400028, INDIA



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QR Systems LLP

06 August 2022

Rohit Mansingrao Desai
 A-402, Swati Building, Gagan Vihar Complex,
 Achole Road, near Achole Talav,
 Nalasopara, Taluka- Vasti (East),
 District-Palghar-401209

Dear Rohit,

We are pleased to offer you the internship and full-time position of Software Engineer at QR Systems LLP with effect from 06 August 2022 on the terms and conditions provided in the employment agreement which is annexed with this letter. This offer is valid only if accepted and signed by 09 August 2022.

QR Systems LLP strives for a work culture that promotes research focus, transparency and high personal growth. Enclosed with this letter are:

1. The Employment Agreement
2. The form of the Employee's Agreement for Confidentiality, Non-Solicitation and Non-Compete
3. The form of the agreement for personal trading, regulatory compliance and investment in restricted securities.

Please review these documents carefully and return a signed copy of your acceptance of the terms and conditions of the Employment Letter to me. Your signature will signify that you have reviewed all of the foregoing documents and that you have formally accepted our offer of employment. Please also initial each page of the agreement.

On behalf of QR Systems LLP, I would like to welcome you. We look forward to a long and mutually enriching association with you and trust you find the atmosphere conducive to realizing your potential.

Please do not hesitate to contact me if you have any questions.

Yours sincerely,



Nirav Shah
QR Systems LLP

DocuSigned by:



Rohit

QR Systems LLP

This EMPLOYMENT AGREEMENT (the "Agreement") effective as of 06 August 2022 (the "Effective Date") between QR Systems LLP having its principal place of business at Awfis, 10th Floor, R city Mall, Ghatkopar (W), Mumbai 400086 (the "Employer"), and Rohit Mansingrao Desai having PAN card bearing number FUVPD4826B and address at A-402, Swati Building, Gagan Vihar Complex, Achole Road, near Achole Talav, Nalasopara (East), Taluka-Vasai, District-Palghar 401209 (the "Employee"). The Employer and the Employee are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

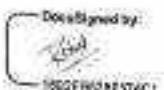
- As part of the internship, the Employer hereby appoints the Employee as a 'Software Engineer' with effect from 03 January 2023 till 30 June 2023 (Internship Period), both days inclusive.

The Employer hereby appoints the Employee as an 'Software Engineer' from 01 July 2023 ("date of joining") and the Employee hereby accepts such appointment in accordance with the terms and conditions of the Agreement.

- The principal duties and responsibilities of the Employee are set forth in SCHEDULE A attached hereto. The Employee shall have such other duties and responsibilities as are reasonably assigned to the Employee by the Employer, from time to time.
- The Employee shall be responsible to bring to the notice of Nirav Shah, the CEO of QR Systems LLP, all matters that the Employee is aware of and which he ought to know by virtue of his powers and duties.
- The Employee shall exert best efforts and shall devote full time and attention to the carrying out of his duties and responsibilities under the Agreement. The Employee shall not be engaged in, interested or concerned with, whether directly or indirectly, in any other employment, business, consulting or personal service activities or occupation of any kind whatsoever during the term of the Agreement.
- The Employee shall make full and true disclosure in writing to the Employer of any direct and indirect interest or benefit that he or his relatives have derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Employer or any transactions which are likely to be detrimental to the affairs of the Employer. The Employee shall not acquire any such interest without the prior written approval of Nirav Shah.
- The Employee shall perform the duties hereunder in Mumbai and at such other location as the Employer may from time to time reasonably consider appropriate for the performance of the Employee's duties for which the Employee may be required to travel within and outside India.
- Description of compensation package – Base salary, HRA, etc.

As consideration for the performance of the services rendered hereunder as an Employee and subject to the timely and satisfactory performance by the Employee of all his obligations under the Agreement, the Employer shall pay to the Employee a salary as follows:

Internship Stipend: Rs. 35000/- (Rupees forty thousand only) per month



[Signature]

QR Systems LLP

Year I: Rs. 9,00,000/- (Rupees nine lakhs only) annual component + discretionary performance bonus (paid on completion of 15 months from joining). The discretionary performance bonus can be expected to be in the range of Rs. 1,00,000/- to Rs. 2,00,000/-.

The year I annual fixed salary break up to the employee will be as follows:

	Per Annum	Per Month
Basic	450000	37500
House Rent Allowance	225000	18750
Special Allowance	118395	9866
Phone Reimbursement (optional)	12000	1000
Education Reimbursement (optional)	24000	2000
Sodexo Coupon (optional)		
Leave Travel Allowance	24000	2000
Gratuity in accordance with the Payment of Gratuity Act 1972	21645	1804
Employer Contribution to Employee Provident Fund (optional)	24600	2050
Pay	900000	75000

1. Any optional components that the Employee selects (or removes) will be subtracted from (or added to) Special Allowance such that the total CTC remains unchanged. The Employee can decide opting for the optional components after joining.
2. In addition to the above, the Employee will also receive health insurance and personal accident insurance benefits provided by the firm.
3. The fixed CTC will be revised after completion of 1 year as per the appraisal policy of the firm.

Note: No calculations mentioned above takes into account the effect of applicable income tax laws. The income tax payable on the above salary package will have to be worked upon in consultation with your tax consultant. However, on a best endeavor basis, the Employer's accountant will assist you to the extent possible.

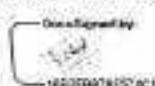
It is expressly clarified that the payment of all taxes relating to the Employee's services and other related liabilities shall be the sole responsibility of the Employee.

All business related expenses if any incurred by the Employee in carrying out his duties and the Employees medical reimbursements are at actuals against submission to the Employer of appropriate and adequate supporting documents of such expenses, to the reasonable satisfaction of the Employer, subject to the Employee complying with the Employer's rules and policies relating to incurring such expenses. Unsupported amounts will be taxable at the hands of the employee.

The Employer has the right to amend the above salary components if deemed necessary by the Employer's accountant.

8. The fixed or performance bonus is not payable to the employee if the employee is on notice period for the termination of this Agreement.

Vacation/Sick Leave – During the Internship Period, the Employee shall be entitled total 10 days of paid vacation and sick days.



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- The Employee shall be entitled paid vacation in addition to statutory holidays and additional sick leave in accordance with the Employer's policy in effect from time to time. Vacation in the first and last years will be prorated in relation to the number of days employed in that calendar year.
9. The Employer has the right to amend and supplement human resources policies, other policy manuals, and benefit plans.
 10. Payroll Deductions - The Employer shall withhold from the Employee's remuneration any taxes or any other deductions required under applicable law.
 11. Supplemental Agreements - The Employee shall concurrently enter into the Employer's current "Confidentiality, Non-solicitation and Non-compete agreement" as detailed in APPENDIX I attached hereto, and "Personal Trading, Regulatory Compliance and investment in restricted securities", as detailed in APPENDIX II attached hereto, and shall also enter into any additional agreements with respect to regulatory matters required by any governmental or self regulatory organization having jurisdiction over the operations of the Employer.
 12. Secondment Agreements - During the term of the Agreement, the Employee may be seconded to another entity (the "Secondee Entity"), whether or not affiliated with the Employer. The Employee shall enter into a Secondment Agreement in relation to that secondee and shall execute such undertakings to the Secondee Entity as the Employer may reasonably require, and the Employee will be expected to abide by the rules, regulations and policies of such entity.
 13. Termination of the Agreement (applicable for full time employment)
 - (a) The Employer may terminate the Agreement at any time for the Employee's misconduct, unsatisfactory performance;
 - (b) The Agreement shall terminate immediately upon (i) the Employee's disability that results in the inability to render in material part the duties and responsibilities for an aggregate consecutive period of 3 months or (ii) the Employee's death or (iii) Employees conviction for any serious crime or felony or other crime involving moral turpitude, fraud or willful misrepresentation or (iv) any willful or intentional act of the Employee having effect of injuring the reputation, business or business relationships of the Employer or (v) indulgence in gross negligence or (vi) if the Employee misuses or discloses the Confidentiality Information as defined in Appendix I to any person who is not authorized to receive such information;
 - (c) Termination by Employee - the Employee may terminate the Agreement, by giving written notice to the Employer of 3 months ("Notice Period"). During the Notice Period, the Employee shall be obligated to carry out all obligations and duties as required by the Employer. If the Employee terminates the Employment Agreement within 12 months from the date of joining, the Employee agrees to pay the Employer 1 month of the 'Fixed Pay' salary mentioned in Clause 7 above as reimbursement for employee training and acquisition cost.

The Employer shall have the right to cause such termination to be effective upon receipt of such notice and will be under no obligation to pay to Employee any base salary and other benefits that would be due to Employee during the remaining Notice Period



QR Systems LLP

beyond the last day of the Employee with the Employer.

- (d) Termination by Employer – In addition to the foregoing termination provisions, the Employer may terminate the Agreement at will, by giving written notice to the Employee of 2 months, provided that the Employer shall have the right, in lieu of the notice period, to cause such termination to be effective upon issue of such notice and to pay to Employee the fixed base salary and other benefits that would be due to Employee during such notice period.
- 14. The Employee agrees to maintain total confidentiality regarding the terms of this Agreement and not disclose or discuss the same with any other third party including other employees of the Employer. In case of any violation, the Employer may take any action deemed appropriate including termination of this Agreement.
- 15. The Employer shall have the right to set off against any remaining Employer obligation to the Employee, any amounts otherwise due to the Employer from the Employee.
- 16. In the event that any applicable local law requires certain severance payments to be made to the Employee upon termination, the Employee agrees, subject to such applicable law, to waive the Employee's rights to any such severance payments.
- 17. Any notices or communication to be given under the Agreement shall be in writing and shall be first transmitted by facsimile or email transmission, and then confirmed by postage, prepaid registered post with acknowledgement due or by a nationally recognized courier service, in the manner, as elected by the Party giving such notice at the recipients below stated address, or facsimile numbers.

The initial address and facsimile for the Parties for the purposes of the Agreement are:
If to Employer:

Attn.: Nirav Shah
 Address: Awfis, 10th Floor, R City Mall, Ghatkopar West, Mumbai 400086
 Telephone No: +91 9619035558
 E-mail: nshah@versorinvest.com

If to the Employee:

Attn.: Rohit Mansingrao Desai
 Address: A-402, Swati Building, Gagan Vihar Complex, Achole Road, near Achole Talav,
 Naliasopara (East), Taluka-Vasai, District-Palghar, 401209
 Email: rohit.desai@spit.ac.in

All notices and other communication shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, (ii) the same day if sent by email, (iii) the day of receipt, if sent by courier, or (iv) the expiry of ten (10) days after posting, if sent by registered post.

A Party may, from time to time, change its address or representative for receipt of notices and other communication provided for and/or required under the Agreement by giving to the other Parties not less than ten (10) days prior written notice thereof.

18. General Provisions



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- (a) The Agreement becomes effective on completion of background checks and medical reports concerning the Employee which the Employer, in its discretion, considers satisfactory.
- (b) The Agreement, in its entirety, including supporting schedules and Appendices, constitute the entire agreement between the Employer and the Employee.
- (c) The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of a portion of any provision of the Agreement affect the validity or enforceability of the balance of such provision.
- (d) The Agreement and the Schedules attached hereto and any supplemental agreements and any Secondment Agreements shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.
- (e) The Employee shall indemnify the Employer and its representatives and affiliates against all liabilities, actions, costs, losses, claims, damages and/or expenses of whatsoever kind or nature arising from any breach or non-performance by the Employee of any of the representations, undertakings and/or obligations set out in the Agreement.
- (f) No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudices the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of the Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the Agreement.
- (g) No waiver, including partial or conditional waiver, of the provisions of the Agreement will be valid unless the waiver is in writing and signed by both the Parties.
- (h) The Agreement shall not be assigned, directly or indirectly, for any reason whatsoever by the Employee to any third party without the prior written consent of Employer. The Employer shall have a right to assign this Agreement to any person and the Employee agrees to do all such things and acts which would be required to make such assignment legal and valid.



Documented by
[Signature]
MDU/RM/ST/24/1

A handwritten signature in blue ink, appearing to read "Ahu".

QR Systems LLP

SCHEDULES

SCHEDULE A DESCRIPTION OF EMPLOYMENT POSITION

Employment Position: Software Engineer

Reporting to: Nirav Shah, CEO, QR Systems LLP

Key Roles and Responsibilities:

- Design and develop highly automated cloud-based technology stack for investment and electronic trading algorithms.
- Develop systems for trading systems and operations backend systems.
- FIX on boarding for brokers and broker algorithms.
- Create a platform to manage enormous and varied datasets.
- Create workflows and dashboards to visualize processes in real-time.
- Provide continuous suggestions for process improvement and performance optimization.
- Assess different technologies and their applications

[This place has been intentionally left blank]



QR Systems LLP

IN WITNESS WHEREOF, the Employer and the Employee have executed this Agreement as of the day and year first above written and this Agreement shall become effective as of such date.

QR SYSTEMS LLP

DocuSigned by:
Nirav Shah
By: 036791816A424
Name: Nirav Shah

DocuSigned by:


Agreed to and acknowledged by:

DocuSigned by:

1B02F6670F574C1
Rohit Mansingrao Desai

Uma



OR Systems LLP

APPENDIX I

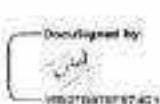
THIS CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETE AGREEMENT (the "Agreement"), made this 06 August 2022, is entered into by and between QR Systems LLP, having its principal place of business at Awfis, 10th Floor, R City Mall, Ghatkopar (W), Mumbai 400086 (the "Employer") and Rohit Mansingrao Desai having PAN card bearing number FUVPD4826B and address at A-402, Swati Building, Cagan Vihar Complex, Achole Road, near Achole Talav, Nalasopara (East), Taluka-Vasai, District-Palghar, 401209 (the "Employee"). The term "Employer", as used herein, shall include the Employer, its subsidiaries, and its affiliates, as appropriate.

In consideration of the mutual covenants and promises contained herein, and in consideration of the Employee's employment by the Employer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

Acknowledgments.

The Employee acknowledges that:

- (i) as a result of the Employee's employment by the Employer, the Employee has obtained and will obtain secret, proprietary and confidential information and/or documents and/or data (in whatever form or medium and whether written or oral or visual provided by the Employer or the Employer's customers) directly and/or indirectly concerning the business of the Employer and any other information and/or documents that the Employer designates or identifies as being confidential ("Confidential Information"). Confidential Information includes, but is not limited to business and marketing plans, strategies, models, algorithms, computer programs, enhancements and related documentation, client or potential client information (including client identity and contacts, client lists, client financial or personal information and information about investment managers or advisers serving more than one investor), business relationships (including persons, corporations or other entities performing services on behalf of or otherwise engaged in business transactions with the Employer or its clients (e.g., brokers, attorneys, accountants, etc.)), accounts, financial data, know-how, investment managers, consultants or advisers, processes (quantitative or otherwise), methods of portfolio allocation, systematic risk control and monitoring methods, information with respect to any investments made or to be made by the Employer and any transactions in which the Employer has been, is, or will be engaged, which information has not been made publicly available, financial or other business information with respect to the Employer which has not been made publicly available, financial or other business information of clients or investments of potential clients, or other investments which have not been made publicly available, any information disclosed to the Employer by any third party which the Employer has agreed, or is otherwise obligated, to treat as confidential or proprietary, all databases, customer lists, and any work product, including research on particular companies or industries, created by any employee of the Employer and other forms of information and information relating to the entities the Employer evaluates for investment or makes investments in, including without limitation, business operating plans, financial and operating projections, strategies, and analysis of such entities, and non-public information about Employer's employees and their compensation and assignments. Without limiting the generality of the foregoing, one of the Employer's competitive advantages in the marketplace is its ability to combine and integrate publicly available information into specific means of identifying market opportunities, inefficiencies or anomalies as well as into investing or trading strategies. This combination of information is a subset of Confidential Information regardless of whether part or all of the information used by the Employer to create this subset of Confidential Information is itself publicly available.



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Mr.

QR Systems LLP

- (ii) the Confidential Information has been developed and created by the Employer at substantial expense and the Confidential Information constitutes valuable proprietary assets and the Employer will suffer substantial damage and irreparable harm which will be difficult to compute if, during the term of employment and thereafter, the Employee should improperly divulge, use, publish or in any other manner reveal or use, directly or indirectly, such Confidential Information in violation of the provisions of this Agreement;
- (iii) the Employer will suffer substantial damage and irreparable harm which will be difficult to compute if, during the term of employment and for twelve (12) months thereafter, the Employee should enter into a Competitive Business (as defined herein) in violation of the provisions of this Agreement.

"Competitive Business" means any business or enterprise, utilizing quantitative, mathematical or forecasting investment models which is engaged either in (a) the sale or trading of securities, bonds or other debt obligations, commodities or currencies (and/or any derivatives relating to any of the foregoing or based on any baskets or indices) on behalf of customers or clients, including both individuals and institutions or (b) the management on a discretionary or systematic basis of the portfolio trading activities of one or more collective investment vehicles.

- (iv) the nature of the Employer's business is such that it could be conducted anywhere in the world and that it is not limited to a geographic scope or region;
- (v) the Employer will suffer substantial damage which will be difficult to compute if, during the term of employment or thereafter, the Employee should solicit except on behalf of Employer or interfere with the Employer's employees, clients or customers;
- (vi) the provisions of this Agreement are reasonable and necessary for the protection of the business of the Employer;
- (vii) that Employee's execution and delivery of this Agreement is a condition of employment with the Employer, and the Employer would not have hired or continued to employ the Employee unless he agreed to be bound by the terms hereof; and
- (viii) the provisions of this Agreement will not preclude the Employee from other gainful employment post the termination of this Agreement.

2. **Privacy.** The Employee acknowledges that the Employer has a critical business interest in maintaining complete control and access to its various computer systems. In view of this interest, the Employee understands that the Employee will have no right to privacy as to any personal information which the Employee inputs or otherwise causes to become part of such systems. Further, the Employer shall be entitled (in the exercise of its sole discretion) to examine, delete, erase and/or destroy any and all such personal information which the Employee may so input or cause to become a part of the Employer's various computer systems.

3. **Confidentiality.** The Employee acknowledges and agrees that the unauthorized disclosure or misuse of Confidential Information will cause substantial damage and irreparable harm to the Employer. Therefore, the Employee agrees not to, at any time, either during the term of employment or thereafter, divulge, use, publish or in any other manner reveal, directly or indirectly, to any person, firm or corporation any Confidential Information obtained or learned by the Employee during the course of the Employee's employment with the Employer, whether before or after the date of this Agreement, with regard to the operational, investment, financial,



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business or other affairs and activities of the Employer and its officers, directors or employees and the entities that make investments in or otherwise have business relationships with the Employer, except: (i) as may be necessary to the performance of the Employee's duties hereunder and (ii) with the Employer's express written consent or (iii) to the extent that any such information is generally known other than as a result of the Employee's breach of any of obligations hereunder, or (iv) where required to be disclosed by court order, subpoena or other government process and in such event, the Employee shall cooperate with the Employer in attempting to keep such information confidential and shall make disclosure only to the extent required by applicable law. In addition, the Employer may be required to sign non-disclosure or confidentiality agreements with third parties in which it contracts that the Employer's employees will not disclose the confidential information of such parties. By executing this Agreement, the Employee acknowledges and agrees that the Employer may rely and will rely on this Agreement for purposes of entering into such other agreements and that Employee shall not use or disclose the confidential information of third parties without written authorization of the third parties or of the Employer. The Employee further acknowledges and agrees that these duties of confidentiality continue for so long as the information remains Confidential Information, and that honouring these confidentiality obligations may require the Employee to refrain from engaging in certain specific activities for competitors that would necessarily place Confidential Information at risk.

4. Non-Solicitation of Investors, Clients and Customers. By executing this Agreement, the Employee acknowledges that he understands that the Employer's ability to operate its business depends upon its ability to attract and retain investors or clients, including third parties who provide investment advice or provide investment services to multiple investors (collectively, "Investors"). The Employee further acknowledges that the proprietary and confidential investment strategies and models developed and used by the Employer can be and are applied to all of the asset classes under management by the Employer and therefore once an Employee is introduced to, becomes familiar with or learns information about a particular model or strategy used by the Employer, that Employee will also know how that model or strategy is applied across the Employer's entire range of asset classes and that such knowledge provides the Employer with a competitive advantage. During the Employee's employment with the Employer and for twelve (12) months thereafter, the Employee shall not, directly or indirectly, solicit, contact, interfere with, or endeavor to entice away from the Employer any of its current or active potential Investors, or any such persons or entities that were investors, customers or clients of the Employer within the twelve (12) month period immediately prior to the Employee's termination of employment.
5. Non-Solicitation of Employees. By executing this Agreement, the Employee acknowledges that he understands that the Employer's ability to operate its businesses depends upon its ability to attract and retain skilled people and that the Employer has and will continue to invest substantial resources in training such employees. Therefore, during the Employee's employment with the Employer and for twelve (12) months thereafter, the Employee shall not, without the prior written permission of the Employer, directly or indirectly solicit, employ or retain, or have cause, or assist any other person or entity to solicit, employ or retain any person who is employed by or is providing services to the Employer.
6. Property Ownership. In the scope of the Employee's employment with the Employer, he may be requested, alone or with others, to create, invent, enhance, and modify intellectual assets and intellectual property rights which relate to the actual or reasonably contemplated business of the Employer or which were created using the property or resources of the Employer. The Employee acknowledges and agrees that all of such intellectual assets and intellectual property rights are intended to be, and shall remain, the sole and exclusive property of the Employer and

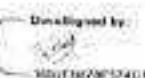


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the Employee shall have and shall make no claims in respect thereto. In addition, the Employee agrees that any and all intellectual assets or intellectual property rights that the Employee invents, discovers, originates, makes, conceives, creates or authors either solely or jointly with others and that is the result of or is substantially derived from Confidential Information shall be the sole and exclusive property of the Employer unless such intellectual assets or intellectual property rights are in the public domain as of the date of such Employee's termination of employment with the Employer. To the extent such intellectual assets are not the property of Employer by operation of law, Employee hereby, without any charge, specifically sells, assigns, transfers and conveys all of his worldwide intellectual property rights in and to all such assets to the Employer together with the right to apply for and hold any intellectual property rights in respect of such intellectual assets, which assignment shall take effect upon the creation of each of the intellectual property rights. If the Employee's employment with the Employer terminates for any reason, he shall promptly and fully disclose all such intellectual assets and intellectual property rights to the Employer, shall provide the Employer with any information that it may reasonably request about such intellectual assets and intellectual property rights and shall execute such agreements, assignments or other instruments as may be reasonably requested by the Employer to reflect such ownership by the Employer and shall fully cooperate with the Employer to protect the business relationships of the Employer and to insure that there will be no unreasonable interference or disruption of such business relationships. Upon termination of the Employee's employment by the Employer for any reason whatsoever (which may be with or without cause), and at any earlier time the Employer so requests, the Employee will deliver to the custody of the person designated by the Employer all originals and copies of such documents and other property of the Employer in the Employee's possession, under the Employee's control or to which the Employee may have access and no copies or other record of any intellectual assets may be retained by the Employee except with the prior written consent of the Employer. The Employee shall only use the intellectual property rights and the intellectual assets to perform his obligations during the employment and shall not disclose any intellectual property rights or intellectual assets to any third party without the express prior written consent of the Employer.

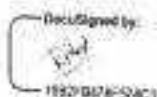
For the purpose of the Agreement "intellectual property rights" shall mean copyright, know-how, confidential information, database rights and rights in trademarks and designs (whether registered or unregistered), applications for registration and the right to apply for registration, for any of the same, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world and "intellectual assets" shall mean all documents, software, photographic or graphic works of any type, and other materials in any medium or format which are created by or on behalf of the Employee in the course of the employment of the Employer and which are protected by or relates to intellectual property rights.

7. Representation. The Employee represents and warrants to the Employer, and the Employee acknowledges that the Employer has relied on such representations and warranties in employing the Employee, that neither the Employee's duties as an employee of the Employer nor his performance of this Agreement will breach any other agreement to which the Employee is a party, including without limitation, any agreement limiting the use or disclosure of any information acquired by the Employee prior to his employment by the Employer. In addition, the Employee represents and warrants and acknowledges that the Employer has relied on such representations and warranties in employing the Employee, and that he has not entered into, and will not enter into, any agreement, either oral or written, in conflict herewith. In the course of performing the Employee's work for the Employer, he will not disclose or make use of any information, documents or materials which he is under any obligation to any other party to maintain in confidence. Employee has listed on Schedule A hereto any intellectual assets which he claims to have developed an ownership interest in prior to the time that he joined the



Employer. The Employee further agrees that during the period of employment with the Employer he will not, without the Employer's express written consent, engage in any employment or business activity other than for the Employer.

8. **Non-Disparagement.** The Employee acknowledges and agrees that he will not defame or publicly criticize the services, business, integrity, veracity or personal or professional reputation of the Employer or any of its officers, directors, partners, employees, affiliates, or agents thereof in either a professional or personal manner either during his employment with the Employer or thereafter. He shall not represent himself as being directly or indirectly employed by or in any way connected with or interested in the business of the Employer on the termination of his employment with the Employer.
9. **Enforcement.** If the Employee commits a breach, or threatens to commit a breach, of any of the provisions of this Agreement, the Employer shall have the right and remedy to have the provisions specifically enforced by any court having jurisdiction, it being acknowledged and agreed by the Employee that the services being rendered hereunder to the Employer are of a special, unique and extraordinary character and that any such breach or threatened breach will cause irreparable injury to the Employer and that money damages will not provide an adequate remedy to the Employer. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Employer at law or in equity. Accordingly, each of the Employee and the Employer consents to the issuance of an injunction, whether preliminary or permanent, consistent with the terms of this Agreement.
10. If, at any time, the provisions of this Agreement shall be determined to be invalid or unenforceable under any applicable law, by reason of being vague or unreasonable as to area, duration or scope of activity, this Agreement shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter and the Employee and the Employer agree that this Agreement as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein.
11. **Jurisdiction.** Any action brought by any party to this Agreement to enforce this agreement shall be brought and maintained in the Courts in Mumbai which shall have exclusive jurisdiction.
12. **Miscellaneous.**
 - (a) Upon its execution, this Agreement shall have binding and contractual effect upon the Employee and his successors and assigns, and shall inure to the benefit of, and be enforceable by, the Employer and its successors and assigns. This Agreement shall survive the termination of the Employee's employment with the Employer and shall continue to be fully binding on the Employee and enforceable by the Employer after such termination.
 - (b) Nothing in this Agreement shall confer any right with respect to continuation of the Employee's employment with the Employer, nor shall this Agreement be construed to create any contract of employment, express or implied, and the Employer shall have the right to terminate the Employee's employment at any time and for any reason or no reason, with or without cause.
 - (c) This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of such subject matter.



13

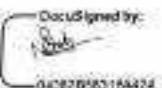
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provided, however, that any prior confidentiality agreement or assignment of intellectual assets remain in full force. No provisions of this Agreement may be amended, modified, or waived unless such amendment or modification is agreed to in writing signed by the Employee and by a duly authorized officer of the Employer, and such waiver is set forth in writing and signed by the party to be charged. No waiver by either party hereto at any time of any breach by the other party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

- (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- (e) The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- (f) For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally or by registered mail, return receipt requested, postage prepaid, addressed as set forth above or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

IN WITNESS WHEREOF, the Employer and the Employee have executed this Agreement as of the day and year first above written and this Agreement shall become effective as of such date.

QR SYSTEMS LLP



By:
 Name: Nirav Shah

Agreed to and acknowledged by:



Rohit Mansingrao Desai




QR Systems LLP

Schedule A

Listed below are all of the intellectual assets Employee claims to have developed an ownership interest in prior to the time he joined the Employer:

NA

Rohit Mansingrao Desai



Mr



QR Systems LLP

APPENDIX II

PERSONAL TRADING, REGULATORY COMPLIANCE AND INVESTMENT IN RESTRICTED SECURITIES

This 'Personal Trading, Regulatory Compliance and Investment in Restricted Securities' (referred to as Personal Trading Policies and Procedures) have been agreed and signed by the Employee pursuant to Clause 13 of the employment agreement dated 06 August 2022 ("Agreement") entered into between the Employer and the Employee. All capitalized terms used in this Personal Trading Policies and Procedures and not defined shall have the meaning set out in the Agreement.

The Employee agrees to adhere to Personal Trading Policies and Procedures that will be established by the Employer and modified from time to time. The policy may include, but not be limited to, obtaining prior approvals for personal trading, submission of trading account statements to the Employer for compliance and any other policies and procedures that may be required to comply with any laws, rules, regulations and orders of any governmental agency or body or other self-regulatory organization having authority to regulate or oversee the Employer.

The Employee agrees to take any action reasonably requested by the Employer to comply with any laws, rules, regulations and orders of any governmental agency or body or other self-regulatory organization having authority to regulate or oversee the Employer, and without limiting the foregoing, the Employee agrees to comply with any such laws, rules, regulations and orders directly applicable to the Employee and to be eligible to obtain and retain such licenses and permits as may be necessary or appropriate to enable the Employee to perform the services contemplated by the Employer as per this agreement.

The Employer will periodically release to its Employees a list of restricted securities. The Employee acknowledges that the purchase or sale of such restricted securities may subject the Employee and the Employer to criminal and civil liability, and even if it does not, it may create an impression of impropriety that could damage the reputation of the Employer. The Employee further acknowledges that during the employment and for a period of one year thereafter, the Employee or any members of his household, will not, either directly or indirectly through any third-party nominee, corporation, partnership or other entity, purchase or sell securities on the restricted securities list.

THE EMPLOYEE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO REVIEW ITS PROVISIONS WITH ANY ADVISORS AS HE CONSIDERED NECESSARY, THAT THE EMPLOYEE UNDERSTANDS THIS AGREEMENT'S CONTENTS AND THAT THE EMPLOYEE HAS ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF AND SIGNIFIES SUCH UNDERSTANDING AND AGREEMENT BY SIGNING ON THE FOLLOWING PAGE.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

Read, agreed and accepted by:



Robit Mansingrao Desai



Date: December 22, 2022.

Dear Aniket Gawade,

Congratulations! We are pleased to extend an offer to you, in the position of Java Developer (Intern) (Software Development) at our Enfusion office located at the Centrium, 1st floor Unit 1, Phoenix Market City, Lal Bahadur Shastri Marg, Kamani, Kurla West, 400070 Mumbai, Maharashtra, India.

Your first day in your role will be January 10, 2023, through July 10, 2023. Your internship stipend will be 40,000 INR per month subject to applicable taxes and shall be paid in accordance with Enfusion's pay schedule.

Your work hours will be from 10:00 am to 7:00pm IST, Monday through Friday. You understand and agree that 1) the position offered is not an hourly position; 2) you may be required to work additional hours, including weekends and holidays, as necessary to support the business; and 3) these hours and terms may be modified at Enfusion's sole discretion. You further understand and agree that you are not entitled to paid vacation days per calendar year, any vacation time taken will be unpaid and Enfusion reserves the right to approve or deny any requested vacation time. As an intern, you will not be eligible to receive medical and shift allowance benefits as part of your program.

During your internship, you will have access to Enfusion's, and its client's confidential information and you agree that you will keep all this information and client information strictly confidential in accordance with your Non-Disclosure Agreement and company policies. You agree that you will not share it with anyone outside the company or to use it for your own benefit or the benefit of others. You agree that on or before the completion of your internship; that you will return documents, equipment, and all property of the company.

You understand that participating in the internship program is not an offer of employment and successful completion of the internship does not entitle you to employment. Your status with Enfusion will be at-will, such that either you or Enfusion may end your internship at any time with or without reason or notice. This offer is contingent on your submission of all the required documents prior to your start date.

Accepted and agreed to by Employee:

Signature: 
Employee Name: Aniket Gawade
Dated: December 22, 2022





Enfusion Softtech India Private Limited
CIN: U72501DL2018PLC33087
Registered Office: Plot No. Vijay Chowk, Laxmi Nagar, Dabhol,
110092
Mumbai Office: The Cormar, Phoenix Marketcity, Santacruz East,
LBS Road, Kurla West, Mumbai - 400070
Phone No.: +91 96575 79742
Website: www.enfusion.com

 enfusion

Accepted and agreed to by Enfusion Softech India Pvt. Ltd.:

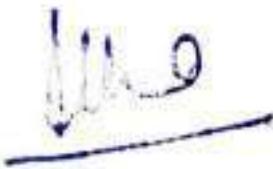
Signature: 

Name: Bronwen Bastone, Chief People Officer

Dated:

Please return this signed offer letter to Human Resources.

For any questions on your offer, please contact Human Resources at hr.india@enfusion.com

A handwritten signature is placed over a blue ink arrow pointing towards the right.

Enfusion Softech India Private Limited
CIN: U72501DL2018PTU333062
Registered Office: H-63, Vijay Chowk, Ezmi Nagar, Delhi-
110092

Mumbai Office: The Centrum Phoenix Marketcity, Suite 1-1,
1185 Road, Kurla West, Mumbai - 400070
Phone No: +91 22 6775 79742
Website: www.enfusion.com

enfusion



COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office :
 8th Floor, Tower B, Gate No 5,
 Prima Bay, Sakhi Vihar Road,
 Powai, Mumbai - 400072.
 Tel : (91 22) 61783001
 Fax : (91 22) 61783010
www.colgate.com
 CIN-U72900MH2013PTC239521
 GST - 27AAFCC1280J1Z0

24-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

14

Ms. Shraddha Mishra

Dear Ms. Mishra,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 09-Jan-23 to 30-Jun-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya_krishna@colpal.com for any queries that you may have..

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pancard
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR



From: Student Connect APAC <noreply@cemailserver.com>
 To: Shweta <shwetachaudhary488@gmail.com>
 Subject: Congratulations - Amazon internship offer details enclosed!
 Date: 07.09.2022 01:41:06 (+02:00)

Hi Shweta,

You got the internship!

We are thrilled to extend you an offer to join **Amazon** as **Software Development Engineer Intern**. Congratulations!

We know that managing school commitments and job interviews is a lot, and we appreciate the time and effort you dedicated to the process.

Please review your offer details below, and complete [this survey](#) by **September 9, 2022** so we can capture your offer status and note your location preferences.

We also encourage you to take a look at the [mandatory onboarding documents](#) that you will need to submit closer to your start date. Team, Hiring Manager details and mode of internship will be shared 30-45 days prior to your start date.

Stipend per month in INR	Internship start date (tentative)	Internship end date (tentative)
80,000	January 2023	June 2023

In addition, your offer includes the following benefits:

- Relocation allowance.** You are entitled to EUR 400 per month as relocation allowance. These funds can also be used towards other expenses such as checking baggage, utilities, furnishings, etc. The amount is in EUR and will be converted to local currency at time of payment. The actual amount received will be prorated based on the number of days of internship. For internships lasting three months or less, a one-time stipend payment will be paid approximately 45 days prior to start date. Should internship last beyond three months, a monthly payment begins in fourth month. Please note that the relocation allowance is only applicable for onsite/hybrid internship and not for virtual internship.
- Meal card of INR 1,100 per month.**

If you have questions, please email studentconnect-apac@amazon.com, and our recruiting team will reply within three business days.

Once again, congratulations, Shweta! We are excited for you to come build the future with us!

Thank you,

Amazon Student Programs

[jobs](#)

[Find jobs](#)



[Connect with us](#)



[Inside Amazon](#)

[Follow this link to the Survey:](#)

[Take the Survey](#)

Or copy and paste the URL below into your internet browser:

https://amazonuni.qualtrics.com/jfe/form/SV_gluYnRIDOGS0j9YtQ_DL=jvNP1R48am8gv_ewwYnRIDOGS0j9Y_MLRP_7Pc35zYgmYrw02a&Q_CHL=email

[Click here to read details](#)



Uma

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

CIN: U41100MH2015PTC03643

Reg. Office: B-2008, Aitor Kovai S, Alka City, Mumbai, Maharashtra - 400056

Corp. Office: 11 Floor, 375, Hitec World, Vittal Mallya Road, Bengaluru - 560043

Website: www.workindia.in | Email: support@workindia.in

09th November, 2022

Prema

Bangalore

16

Dear Prema Arora,

With reference to your application and subsequent interview with us, we are pleased to welcome you to WorkIndia for the position of "Data Analyst, Intern - Bangalore".

Your date of joining is 09th January 2023.

You will be paid a stipend of Rs. 40,000/- per month, for the duration of 6 months.

Stipend shall be disbursed in accordance with the prevailing remuneration plans of the Company.

The terms and conditions of your employment will be governed by the Company Core Values & Accepted Policies. You will be on probation for a period of one month from the date of joining our company, and will be confirmed thereafter on the basis of your performance. There will be one month of notice period if you wish to resign from your present position at WorkIndia. This offer of employment with WorkIndia is subject to the successful verification of information provided by you.

By accepting this offer you are also confirming that:-

1. You have terminated your employment with your previous employer (if any) or any freelancing work in compliance with their terms and conditions.
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company.
3. WorkIndia is not liable for any past dues owed by you as part of termination of any previous employment.



Uma

1397

1452

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

OR. U74137MH07091259573

Reg. Office: B-1006, Aman Thekdi Building, Near Mahalaxmi Station, Mumbai - 400012

Cust. Office: 114, Off. 375, Hitec Society, 3rd Main Rd, Sector - 14, Noida - 201301

Website: www.workindia.in | Email: support@workindia.in | HR Email: jyotiram.kumar.nar@workindia.in

If terms and conditions enumerated in this letter are acceptable to you, please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Congratulations on your appointment. Welcome to the Workindia family.

With best wishes,
For Eloquent Info Solutions Pvt Ltd
Molz Arsiwala

Co-Founder



BNP PARIBAS

The bank
for a changing
world

Strictly Private & Confidential

Yugandhar & Wadhwa

January 4, 2021

Dear Yugandhar,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with the Department of BNP Paribas India Solutions Pvt. Ltd ("BNPPI") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1 Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 06, 2021** and ending on **June 05, 2021**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPPI.

2 Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (including in kind) from BNPPI.

2.2 You may be permitted at the discretion of BNPPI to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and our deduction from your internship allowance will be made provided you have obtained prior written permission from BNPPI for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3 Place of Internship

Your place of internship will be at our office in Mumbai or such other location(s) within India as BNPPI may require from time to time. During the course of your internship with BNPPI, you may be assigned to any current or future division or department of BNPPI or its affiliate. You may also be required to travel within India or overseas at BNPPI's sole request from time to time.

4 Hours of Internship

4.1 Your core internship hours are from 9:00 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPPI reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the aforementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the aforementioned core hours.



Page 1 of 1

5. Confidentiality Obligations

5.1 At any time during your internship with BNPP, and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating to or belonging to BNPP or any of its affiliates, or their customers or clients.

"Confidential Information" means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings, and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- Shall be and remain the property of BNPP or the relevant affiliate, and
- Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know how" developed in whatever form and systems developments.

6. Restrictions on Intern

6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates,
- canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates, however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice or payment in lieu of 15 days' notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable law.

8. Other Conditions

- 8.1 You acknowledge and agree that during your internship with BNPP:

- (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
- (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.

- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.

- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



Page 1 of 2

BNP PARIBAS

Offer Agreement

This Agreement constitutes the entire agreement between you and BNP Paribas India Solutions Pvt. Ltd. (hereinafter referred to as "BNP") regarding your offer of employment. You acknowledge and agree that you are not entering into this Agreement as a result of any representations, warranty or undertaking not contained in this Agreement. Any representations made in terms of this Agreement will be valid unless they are confirmed in writing by BNP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the parties shall first attempt to submit to the exclusive jurisdiction of the courts of India as provided below.

This offer is conditional upon the following terms and may be withdrawn by BNP or terminated by BNP or

- BNPP receives satisfactory references about you from your current employer.

- You successfully complete background checks to the satisfaction of BNP. If any individual identified pursuant to such background checks which requires the consent of BNP to commence internship with BNPP, the offer is also subject to such consent.

- You will not be in breach of any contractual obligation from any other employer prior to commencing internship with BNPP on or before the commencement date.

- Your agreement to abide by the prescribed policies, procedures and guidelines issued by BNPP to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if we do not receive an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd


Imran PATEL
Director - Human Resources

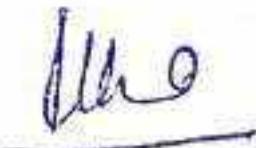

Rupeesh RAMACHANDRAN
Vice President - Human Resources

I have read and agree to the terms and conditions above.

Dated this _____ day of _____ 2023


Yugandhara Wadkar




BNP PARIBAS INDIA SOLUTIONS PVT. LTD.

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

Address: 11th Floor, 100ft Road, Bannerghatta Main Road, Bangalore - 560046

Phone: 080-41110000, Email: info@elosol.com, Website: www.elosol.com

Office Address: 100ft Road, Bannerghatta Main Road, Bangalore - 560046

Website: www.workindia.in | Email: info@workindia.in | HR Head: sapna.ramkumar@workindia.in

16th December, 2022

Purva Kale,
Bangalore

12

Dear Purva Kale,

With reference to your application and subsequent interview with us, we are pleased to welcome you to WorkIndia for the position of "Associate Program Manager Trainee - Bangalore".

Your date of joining is 09th January 2023.

You will be paid a stipend of Rs. 40,000/- per month, for the duration of 6 months.

Stipend shall be disbursed in accordance with the prevailing remuneration plans of the Company.

The terms and conditions of your employment will be governed by the Company Core Values & Accepted Policies. You will be on probation for a period of one month from the date of joining our company, and will be confirmed thereafter on the basis of your performance. There will be one month of notice period if you wish to resign from your present position at WorkIndia. This offer of employment with WorkIndia is subject to the successful verification of information provided by you.

By accepting this offer you are also confirming that:-

1. You have terminated your employment with your previous employer (if any) or any freelancing work in compliance with their terms and conditions.
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company.
3. WorkIndia is not liable for any past dues owed by you as part of termination of any previous employment.



Uma

ELOQUENT INFO SOLUTIONS PRIVATE LIMITED

Off - 41, Chintan Bhawan,
Plot No. 10, Sector 10, P.D.T.,

Opp. Office of 'The Indian Lawyer', Bhopal
M.P. - 462001 | Ph. +91 98266 22222 | Fax: +91 751 2622222

Website: www.workindia.in | Email: support@workindia.in | HR Email: supriya.ranikumar@workindia.in

If terms and conditions enumerated in this letter are acceptable to you, please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Congratulations on your appointment. Welcome to the WorkIndia family.

With best wishes,
For Eloquent Info Solutions Pvt Ltd
Moiz Arsiwala



Co-Founder





Private and Confidential

September 19, 2022

Husain Chellawala

By Mail

12

Dear Husain,

We are pleased to extend to you a formal offer to join ISS Services Pvt Ltd (the Firm) as an Intern in Development team in Mumbai. We are pleased to meet you and are excited about the prospect of working with you.

You will receive a monthly stipend of INR 30,000 payable at the end of each month. All amounts received by you will be subject to tax deduction at source, if applicable under the provisions of the Income-tax Act, 1961 and the Rules made thereunder.

Your internship will commence on January 4, 2023, and shall continue for a period of six months till July 4, 2023, or earlier, as per the discretion of the Firm. Your start date with the Firm will be January 4, 2023.

The Firm's normal hours of work are from 9:00 am to 6:00 pm from Monday to Friday. During your internship, you are expected to adhere to such timings. Further, you are entitled to 7 days of leave (paid & all-inclusive for any reason - vacation, sick etc.), apart from the public holidays (as per Firm's holiday list) and weekly holidays, as per Firm's policy and applicable laws, during your six months internship period.

Please note that as a condition of your participation in the program you will be bound by the Firm's Code of Conduct and other relevant policies as may be issued, updated, varied and supplemented by the Firm from time to time. Any violation of the Code of Conduct and/or any related policies and procedures may subject you to disciplinary action.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of the internship and following its termination, you are not permitted to make any unauthorized disclosure or use of documents or other information, which are confidential or proprietary information of another individual or the Firm and which came into your possession during the course of your internship period. Likewise you may not bring onto the Firm's premises any confidential documents relating to any prior employers' business. Upon termination of your engagement, you will immediately surrender to the Firm, all files, books, magazines, reports, documents, manuals, and any other knowledge databases (including copies thereof) entrusted to you in the course of your internship.

Your acceptance of this position implies a commitment on your part to stay with the Firm for a six months period. However, while an intern will normally complete this program, please remember that this is not a guaranteed term of employment and either you or the Firm may terminate this relationship at any time for any reason. The notice period for the termination of service is 7 days.

This offer is governed by the laws of India and is contingent upon a number of additional steps in the engagement process including but not limited to showing a proof of citizenship or obtaining appropriate right to work documentation.

Nothing contained in this letter or any correspondence between the Firm and you shall deem to imply that you are entitled to employment with the Firm or any affiliate thereof. The Firm, at its sole discretion, may offer you employment subject to your satisfactory performance showcased during the internship period of six months and Firm's commercial requirement.

We know you will find the business to be both challenging and exciting and look forward to seeing you on board. If you have any questions regarding our offer or the Firm more generally, please feel free to contact us.

We ask you to confirm your acceptance by signing and dating this offer letter. A copy of the letter is provided for your records.



1405

Sincerely,
For and on behalf of Institutional Shareholder Services India Pvt Ltd

BhagyaJyoti Shetty
Associate Vice President
Recruitment, Human Resources - Asia Pacific

Signed by Company Representative:

Signature:
{{Sig_es_:signer1:signature}}

Date:
{{Dte_es_:signer1:date}}

Agreed and Accepted by the Candidate:

Signature:
{{Sig_es_:signer2:signature}}

Date:
{{Dte_es_:signer2:date}}




1406

1461

BPCL Oil & Gas India Private Limited
16063 Chettipalayam Road
Coimbatore - India
641001



November 10, 2022

Keshav Thesar
India

24

Dear Keshav Thesar,

Taking into consideration Baker Hughes' interest and commitment to the growth and development of students as future professionals, we are pleased to inform you that you have been selected to undertake an Internship with Baker Hughes for the role of Digital Technology Intern.

1. Department Or Product Line: You will undertake your Internship in the HQ- Digital Technology function.
2. Period: The internship will start on Monday, 16 January 2023, and would end on Friday, 14 July 2023, Internship period stated above. In case your internship is reduced or extended you will receive an amendment letter outlining the change (the original internship period and the extended internship period together are referred to as 'the Internship Period').
3. Reward: You will be entitled to a Monthly of INR 30,000.00 for each internship month, less applicable taxes. If your internship is extended, you will continue receiving the same monthly allowance.
4. Guidelines: Attached to this letter is a document detailing the general guidelines of your Internship.

Please go through the attached documents and send us a signed copy of your acceptance to the Internship guidelines.

We wish you success during your internship. Please do not hesitate to contact us back in case you require any further clarifications.

General Internship Guidelines

Purpose of the Internship Baker Hughes Internship provides an educational strategy whereby students complement their academic preparation with direct practical experience. Baker Hughes participation exhibits the company interest and commitment to the growth and developments of students as future professionals.

Eligibility:

To qualify for an Internship with Baker Hughes, students must be



Bharat & Goa India Private Limited
Plot No. 809 Chettipalayam Road
Coimbatore - India
641001

Baker Hughes 

- Enrolled in a full-time degree program (students should be enrolled a minimum of 9 hours in each of the Fall and Spring semesters to be considered a full-time student; summer enrollment not required).
- Working towards a Bachelor's or Master's degree from an accredited University.
- In "excellent standing" with the University.

Competencies:

In order to qualify for the Internship, students should be having strong communication (English is a must), technical writing and presentation skills, as well as solid problem-solving abilities and the desire to learn new skills and gain new experience. Prospective Internship students should also be self-starting, goal-oriented team players who demonstrate leadership capabilities and understand practical business principles.

General Responsibilities of the Intern

1. Achieve the short-term and day-to-day goals, tasks and learning objectives assigned by the University and Baker Hughes Supervisor.
2. Follow all HSE operational practices and procedures successfully and effectively as per company policies, both during the remote working phase and physically in the office.
3. Manage time and resources effectively.
4. Solve problems, overcome obstacles and make good decisions.
5. Work effectively on diverse teams.
6. Communicate effectively with all levels within the team and external business partners.
7. Demonstrate work-related knowledge effectively.
8. Utilize multiple sources of information effectively.
9. Exhibit a high level of initiative.
10. Maintain the confidentiality of any information designated by Baker Hughes as Confidential.



NOMURA

Nomura Services India Private Limited
 Winchester - 10th Floor, Powai Business District, Powai,
 Mumbai - 400 078, India

Telephone +91 22 3053 4626
 Facsimile +91 22 3053 2111
 Website www.nomura.com

28 November 2022

Snehal Ashok Gadge
 Sardar Patel Institute of Technology
 Mumbai - 400 058

Dear Snehal,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Corporate Technology Services division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 50,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 09 January 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.

Nomura Services India Private Limited
 Registered in India No. UT2200MH1094PTC147813
 A member of the Nomura group of companies



1409

Nomura Services India Private Limited
Winchester – 10th Floor, PwC Business Distd, Powai
Mumbai - 400 076, India

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs, or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events: (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**

Digitally signed by
Reshma Khanna
Date: 2022.11.29
12:18:10 +05'30'

Reshma Khanna
Vice President – Human Resources



Nomura Services India Private Limited
Registered in India No. 072280MH0004PTC(47813)
A member of the Nomura group of companies

Nomura Services India Private Limited

Winchester - 10th Floor, Powai Business District, Powai
Mumbai - 400 076, India

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai- 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature.....
Snehal Ashok Gadge

Date.....



A handwritten signature in blue ink that appears to read "Snehal Ashok Gadge".

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai
Mumbai - 400 078, India

Telephone: +91 22 3053 4226
Facsimile: +91 22 3053 2111
Website: www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs
3. Forms:
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources
Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District,
Powai, Mumbai - 400 078



Uma

29th September 2022

Dear Gaurav,

22

Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on +91 22 67849249 if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Executive Director
Human Resources



MSCI Services Private Limited
12th & 13th Floor | IT Building 3 | Nesco IT Park | Nesco Complex, Goregaon (East) | Mumbai 400 063 | Maharashtra | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

CIN: U22900MH2004PTC145304
Information Classification: GENERAL
MSCI.COM

1414

1468

PRIVATE AND CONFIDENTIAL

29th September 2022

Gaurav Panchal
By Email

Dear Gaurav,

Confirming our discussions, we are pleased to extend to you a formal offer of employment at MSCI Services Private Limited (the "Firm") on a Fixed Term Contract for 6 months effective 9th January 2023. Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of an Analyst in the Tech implementation.

TOTAL COMPENSATION

MSCI's compensation philosophy is based on the concept of Total Compensation.

Your Total Compensation will consist of a base salary, participation in the discretionary bonus plan as determined by the Firm in its sole discretion and subject to the terms and conditions of the discretionary bonus plan as in force from time to time.

Historically, discretionary year-end bonus awards have been made after the end of the fiscal year to which they relate. It is expressly agreed that a discretionary bonus at any point in time does not create an obligation of, or entitlement to, future year-end bonus pay-outs by the Firm.

Any discretionary bonus that may be awarded to you in your first year of employment will be prorated to reflect the date you commence employment. All payments are subject to applicable withholdings and deductions.

In your first year of employment, your actual Total Cash Compensation will be pro-rated based on your actual length of service as determined by your start date. Your Total Cash Compensation will be determined in INR.

Your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit).

Components	Amount	
A. Basic Salary	293,348.00	INR p.a.
B. House Rent Allowance (includes optional Leave Travel Allowance)	120,252.00	INR p.a.
C. Meal Allowance	26,400.00	INR p.a.
D. Base Salary	440,000.00	INR p.a.
E. Firm's contribution to Provident Fund	35,202.00	INR p.a.
F. Gratuity accrual (Defined Benefit)	14,103.00	INR p.a.
Cost to Company	489,305.00	INR p.a.

12th & 13th Floor | IT Building 3 | NESCO IT Park | NESCO Complex, Goregaon (East) | Mumbai 400 063 | Maharashtra | India
Office: T +91 22 6784 9120 | F +91 22 6784 9121



CIN: U72900MH2004PTC145304
Information Classification: GENERAL
msci.com

Your Basic salary is calculated as 2/3 of your Base salary. House Rent Allowance is calculated as Base salary minus the sum of Basic salary, Conveyance, Medical and Meal allowances. All components of base salary will be paid in monthly installments.

Annual Incentive Plan: You will be eligible to participate in MSCI's Annual Incentive Plan (AIP) with a cash bonus ("Bonus") target of INR 22,000 / \times Bonus_Percentage $\%$ of your base salary, prorated based on the date you commence employment provided you commence employment with MSCI on or before October 31st \times Year_of_Joining $\%$. All new hires who commence employment after October 31st will not be eligible to receive an AIP bonus until the following calendar year. Any discretionary bonus payment that may be awarded to you will be prorated to reflect the date you commence employment and will be subject to any tax and social security deductions as the Company considers is required by law.

Payments, if any, under the Annual Incentive Plan are not guarantees or commitments to pay, unless otherwise stated, and are subject to the Firm's performance as well as your individual performance as determined by your manager. From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Company determines necessary. You will be notified of any such changes by the Company. Any incentive award, including any discretionary bonus award referred to above is also contingent upon satisfactory performance and conduct as assessed by the Company and on you remaining an active employee performing duties on behalf of MSCI at the time of any discretionary bonus payment.

From time to time, we review the form and terms of our incentive plans and we reserve the right to amend, change or cancel our plans (or elements thereof) as the Firm determines necessary. You will be notified of any such changes by the Firm.

BENEFITS

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Mediclaim program, subject to a total annual limit of Rs. 600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of MSCI, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to Annexure II for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.



MSCI Services Private Limited

12th & 13th Floor, Building 3 | Nesco II Park | Nesco Complex, Goregaon (East) | Mumbai 400 063 | Maharashtra | India

Office: +91 22 6784 9120 | F: +91 22 6784 9121

CIN: U72900MH2004PTC145304
Information Classification: GENERAL
MSCI.com

MSCI

OBLIGATION TO OBSERVE RULES AND POLICIES

Regulated office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to require you to work in such shifts as required for business reasons. Additionally, you may be required to work from the office or your home depending on your role and the business needs of the firm; and in accordance with the Firm's Code of Work Policy, as amended from time to time. Your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the KSA Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the firm. In the event of any conflict between those policies and this letter, this letter shall take precedence unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. In addition, you will be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on that final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department, you may be required upon the commencement of employment, to transfer any brokerage/units/other accounts that you may have influence or control to a designated institution for surveillance and review by the M&I Legal and Compliance Department.

DATA PRIVACY

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company, or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you, or (iv) to any other third party, for any of the purposes set out below:

This offer of employment is conditional upon the successful completion of a background investigation, as set out herein below. This background check may be carried out by a third party service provider and therefore, any information that the Firm may need from you would be shared with such third party third party service provider and you confirm that you do not have any objection to the same.

Such personal data may be collected and processed by the Firm and the above-mentioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purpose as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.



179, Sector 33 Building 3, Sector 33, Noida - 201301 | Ph: +91 120 4793 9111

www.indianpatentoffice.gov.in
Indian Patent Office

ADDITIONAL STEPS

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.
- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check.
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

EXECUTION AND CONTRACT FORMATION

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Mumbai for the resolution of all disputes arising under this contract of employment.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.



MSCI Services Private Limited
12th & 13th Floor | IT Building 3 | Nesco IT Park | Nesco Complex, Goregaon (East) | Mumbai 400 063 | Maharashtra
India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

CIN: U27900MH2004PTC125314
Information Classification: GENERAL
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MSCI

If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at +91 22 67849249

Sincerely,

For and behalf of MSCI Services Private Limited

Vernon Fernandes
Executive Director
Human Resources

1. I hereby accept employment on the terms and conditions stated above.
2. I also confirm that I have received the MSCI employee trading policy & MSCI trading summary along with the offer letter copy.

Gaurav Panchal (Sep 29, 2022 23:29 GMT+5:30)

Gaurav Panchal

29-Sep-2022

Date:

Subject to the agreement of the Firm, my proposed start date is: 9-Jan-2023



MSCI Services Private Limited
12th & 13th Floor | IT Building 3 | Neoco IT Park | Neoco Complex, Goregaon (East) | Mumbai 400 063 | Maharashtra
India
Office: T +91 22 6784 9120 | F +91 22 6784 9121

CIN: U72900MH2004PTC145304
Information Classification: GENERAL
SINCE 1961

PRIVATE AND CONFIDENTIAL

ANNEXURE I**OTHER BENEFITS:**

You will be eligible for the following benefits in addition to those mentioned in your offer letter.

EMPLOYEE ASSISTANCE PROGRAMME – ComPsych

You and your immediate family members can avail of this 24/7 via phone and on-line service which is designed to assist with today's challenges and to provide advice and information to prepare for any major events that may arise in the future.

You can receive free confidential expert advice, specialist counseling, and support in areas such as managing money, responsibilities at work, family matters, illness, etc.

EMERGENCY AMBULANCE SERVICE – CONNECT AND HEAL

You and your immediate family members residing with you are eligible to avail this 24*7, 365 days support in – Medical Emergencies

ANNUAL HEALTH CHECK – CONNECT AND HEAL

On confirmation in service with MSCI you are eligible to avail cashless annual health checkup benefit once in a year.

TELEMEDICINE – CONNECT AND HEAL

24*7 Unlimited Medical Tele-Consultation, CNH will enable general physician consultations via video and audio on a 24*7 basis for unlimited calls. To avail the calls employees shall be connected to a general physician within fifteen (15) minutes of logging of the call. Employees can choose an immediate consult or schedule a consult for a later date and time. Teleconsultations with CNH doctors shall be recorded and that verbal, electronic or written consent by the employees shall be mandatory prior to a teleconsultation encounter.

PREGNANCY CARE (CARENINE PROGRAM) – UNITED HEALTHCARE

Support from health experts for expectant fathers and mothers (employees, Spouse)

Advice on diet, birthing methods, and exercise, and de stressing tips

- Online Pregnancy Portal
- Dedicated buddy (counselor) and dietitian
- Unlimited live chat/ phone/email support by dedicated dietitian and counselor
- Monthly personalized newsletter based on the development stage of the unborn child
- Online webinars

Nothing in this annexure should be construed as a guarantee of any particular level of benefits or of your participation in any benefits plan. The firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefits and compensation plans in effect from time to time.



MSCI Services Private Limited

12th & 13th Floor, T.P.O. Building, NESCO IT Park, NESCO Complex, Goregaon (East), Mumbai 400 063, Maharashtra, India

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CIN: U72900MH2004PTC185304
Information Classification: GENERAL
Date: 10/01/2024

MSCI EMPLOYEE TRADING POLICY FOR OUTSIDE THE WALL PERSONNEL (EXCLUDING ESG)

MSCI

December 2020

****For all MSCI Offices****

A handwritten signature in blue ink, appearing to read "M. S. N."

December 2020

Information Classification: CONFIDENTIAL

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I. Statement of purpose

This MSCI Employee Trading Policy (the "Policy") aims to prevent the appearance, and reality, of legal, business and ethical conflicts of interest, and to guard against the potential misuse of confidential information.

It is essential to you, as well as to the reputation and success of MSCI Inc. ("MSCI" or "the Firm"), that you understand this Policy and strictly adhere to it. This Policy supplements, but does not replace, the requirements set forth in the MSCI Code of Conduct, including any region-specific or other applicable supplements to the Code of Conduct. To the extent there is any conflict between this Policy and any other Firm policies or procedures that are applicable to you in each case you are subject to the most restrictive policies and procedures.

The Firm encourages long term investing by employees and strongly discourages short term and speculative trading. You may not engage in personal trading on a scale or of a kind that could distract you from your business responsibilities.

In order to engage in approved trading under this Policy, you must:

- trade only permitted products and securities;
- obtain any required approvals;
- make all required disclosures;
- refrain from trading any securities on a Restricted List;
- refrain from trading during any applicable Trading Blackout Period; and
- comply with applicable Holding Periods.

MSCI expects its employees to recognize and comply with the spirit of this Policy in addition to literal compliance with its terms. Therefore, you must also:

- avoid conduct that may give rise to an appearance of impropriety or of a conflict of interest; and
- never trade on the basis of material, non-public information.

If you have any questions about this Policy's meaning or application, please contact the MSCI Legal and Compliance Department.

II. Who is subject to the policy?

The Firm has implemented a Information Wall, or information barrier, around personnel who are involved in (or who have systems or information access relating to) the design, construction or maintenance of the MSCI Equity Indices. Such personnel are commonly referred to as being "Inside the Wall" or "ITW". All other personnel are commonly referred to as being "Outside the Wall" or "OTW". The



Information Wall consists of physical separation as well as policies and procedures designed to regulate the flow of ITW information.

This Policy applies to all MSCI personnel (excluding ESG) who are Outside the Wall of the MSCI Equity Index business.

This Policy applies to all of your personal accounts as well as all other accounts over which you could be expected to be able to exercise influence or control (whether or not you actually have such influence or control). For example, such accounts include but are not limited to:

- all accounts of your spouse or domestic partner;
- all accounts of your, your spouse's or your domestic partner's children or relatives who reside in the same household with you or to whom you or your spouse or domestic partner contribute substantial support;
- all trust accounts for which you act as trustee or which you otherwise guide or influence;
- all arrangements similar to trust accounts that benefit you directly or indirectly; and
- all corporate, partnership or custodian accounts controlled, directly or indirectly, by you.

If you are not sure whether you are Outside the Wall of the MSCI Equity Index business, consult the MSCI Compliance Department. Inside the Wall personnel are subject to a different Employee Trading Policy. ESG personnel are also subject to a different Employee Trading Policy.

III. Trading and account rules

A. THE COMPLIANCE PORTAL

MSCI maintains an online Compliance Portal. The Compliance Portal is used to make certifications and disclosures and to obtain approvals, as required by this Policy and the Code of Conduct. In some cases, brokerage account trading may also be monitored through the Compliance Portal.

B. PERMITTED PRODUCTS

You may trade in securities and financial instruments that are not prohibited by this Policy, the Code of Conduct or otherwise, subject to all the relevant restrictions set forth herein and therein.



All trades are subject to the following requirements:

- you must pre-clear securities against the Firm's Restricted List immediately prior to placing a trade;
- you must comply with the applicable Holding Period requirements;
- transactions in MSCI stock or options must take place in a disclosed, approved brokerage account;
- you must avoid any appearance of impropriety or of any conflict of interest; and
- you must not trade, or recommend that others trade, in a security or other instrument while in possession of material, non-public information about the security or instrument.

C. TRADING RESTRICTIONS

The following restrictions are in addition to any other prohibitions or restrictions set forth in the Code of Conduct or any other applicable policies:

1. **Restricted List:** You may not trade securities while they are on the Firm's Restricted List. You must pre-clear securities against the Firm's Restricted List, using the Compliance Portal (Comply Sci) page, immediately prior to placing a trade to confirm that the security is not restricted. Securities can be placed on the Restricted List for a variety of reasons, and in some cases can remain on the Restricted List for a long period of time. The Firm is not obligated to explain why a security is on the Restricted List, or to indicate when a security might come off the Restricted List. Exceptions to the Restricted List prohibition are rarely granted and only in exceptional circumstances. Price decline of a security is not a legitimate basis for requesting an exception to the Restricted List prohibition.
2. **Stop or Limit Orders:** You may not place stop or limit orders, except for same-day orders only.
3. **OTC Derivatives:** You may not trade in over-the-counter derivatives contracts, such as OTC options, futures, forwards, warrants or swaps.
4. **Transactions in MSCI Inc. Securities:** Trading in securities of MSCI Inc. is subject to the conditions and requirements set forth in the Supplement for





Transactions in MSCI Inc. Securities, including trading blackout periods, holding periods and other requirements.

5. **Private Securities Transactions:** You may not engage in any private securities transactions without pre-approval from the MSCI Compliance Department. To seek approval, submit a request using the Compliance Portal. Private securities transactions include investments in privately held corporations, limited partnerships, tax shelter programs and other privately offered interests. Private Securities Transactions. Refer to the MSCI Directorships, Outside Activities and Private Securities Transactions Policy for further details.

6. Publicly Listed Real Estate Products:

Real Estate Employees

Real Estate Employees are defined for purposes of this Policy as those employees involved in MSCI's Private Real Estate product line who have knowledge of or access to either of the following before they are made publicly available ("Non-Public Real Estate Data"):

- information regarding the constituents of MSCI Private Real Estate Indexes (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)
- any client's or data provider's publicly listed real estate fund (including any Real Estate Investment Trust (REIT)) holdings information, including capital growth and rental income of portfolio properties, such as that contained in MSCI Private Real Estate products and services and /or data provider data.

Knowledge of or access to Non-Public Real Estate Data may allow an investor to trade on this information before such information is priced into a publicly listed real estate fund, a derivative of such fund, or a derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics).

Restrictions

• Prohibitions

Real Estate Employees are prohibited from purchasing:

- any publicly listed real estate fund (including REITs).



- any fund, derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)

- **Sale of Current Holdings**

Sales or transfers by Real Estate Employees of previously acquired publicly listed real estate product or their shares must be pre-approved by the Compliance Department through the Firm's Compliance Portal.

7. Client Portfolios and Product Launches:

- You may not buy or sell securities or other instruments on the basis of knowledge of a client's portfolio, potential trading positions, model portfolio scenarios or any client or MSCI product launch or plans.
- You may not "piggyback" or "front run" any client trades or potential trades.

8. OTW Consultants, Interns and Temps Working On-site or with Systems Access:

- On request, you must disclose your brokerage and non-brokerage trading accounts to the MSCI Compliance Department and provide copies of your account statements and trade confirmations.
- On request, all trades must be pre-approved by the MSCI Compliance Department.
- On request, you must comply with the Restricted List and the Holding Period requirements.

D. ACCOUNTS

1. Brokerage Accounts.

Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities.

A brokerage account is any account that can hold or execute transactions in equity or debt securities, foreign exchange, commodities or derivatives.

For example, stock or bond trading accounts are brokerage accounts. Accounts that can hold or execute transactions in exchange traded funds or closed end funds are also brokerage accounts for purposes of this Policy. Money market and open-end mutual fund only accounts are not brokerage accounts for





purposes of this Policy. If an account has a brokerage capability, even if you do not utilize it, it is considered a brokerage account for purposes of this Policy.

2. Accounts Holding MSCI Inc. Securities.

Any account holding MSCI securities is subject to the requirements of the Supplement for Transactions in MSCI Inc. Securities.

All employees receiving MSCI stock, RSUs or options as part of their MSCI compensation are provided an E*Trade account. MSCI stock and RSUs may only be held and traded through E*Trade or other designated brokers that report transactions to MSCI via the Compliance Portal for monitoring. Options in MSCI may only be transacted through the E*Trade account provided by the Firm. All transactions in MSCI Inc. securities must be pre-cleared and pre-approved via the Compliance Portal.

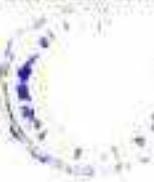
3. Non-Brokerage Accounts.

Examples of non-brokerage accounts include:

- **Mutual Fund Only Accounts.** Mutual fund only accounts do not have to be disclosed or maintained at a designated institution. Trading in a mutual fund only account, however, is subject to the Holding Period and Restricted List requirements of this Policy.
- **Cash Accounts.** Money market funds, insurance policies (including annuities), certificates of deposit (CDs), savings accounts and other cash management accounts are also not required to be disclosed or maintained at a designated institution. Additionally, the restrictions in this Policy such as Holding Periods do not apply to these types of instruments or accounts.
- **Physical Share Certificates.** If you hold securities in physical certificate form, you are not required to deposit them in a brokerage account. You may only sell those shares through a brokerage account, or by depositing the shares with the issuer of the security for sale if you have pre-cleared the security against the Restricted List.

4. Managed Accounts.

Generally, With prior authorization from the MSCI Compliance Department, you may open a managed account in which you grant full discretion to the manager or broker. Investments held in such fully discretionary managed accounts are not subject to the Holding Periods, Restricted List or other trading restrictions herein.



You may not hold MSCI Inc. stock in a managed account and you must so inform the manager or broker.

You must obtain pre-approval using the Compliance Portal prior to opening any managed account. You will need to provide the MSCI Compliance Department with a copy of the management agreement that establishes the manager or broker has full discretion over the account and that the account may not trade MSCI Inc. stock.

Full discretion means:

- you may not participate, directly or indirectly, in individual investment decisions;
- you may not be made aware of individual investment decisions before transactions are executed;
- you have no influence in the purchase or sale of specific securities; and
- you may establish general investment guidelines for the manager or broker (e.g., indicating industries in which you desire to invest, the type of securities you want to hold and your overall investment objectives), but the guidelines may not be changed so frequently so as to allow you to direct, or give the appearance that you are directing, the investments in the account (guidelines may not be changed more frequently than quarterly).

5. Automatic Investment Plans.

- You may participate in automatic investment plans (e.g., a scheduled, recurring \$100 investment on the first day of every month in the same mutual fund) provided that you pre-clear the security against the Restricted List immediately prior to (i) the first time you purchase the security through the plan, (ii) your first election to reinvest and (iii) any decision to no longer invest/re-invest in the security.

Participation in the MSCI 401(k) or other Firm retirement or deferred compensation plan (or a spouse's or domestic partner's participation in his or her employer's plans), however, does not have to be disclosed as an automatic investment plan.

You may not invest in MSCI Inc. securities (MSCI) through an automatic investment plan unless pre-approved by the MSCI Compliance Department in accordance with the requirements set forth in the Supplement for Transactions in MSCI Inc. Securities.



6. ESPPs/ESOPs.

Investments held through an employee stock purchase plan or employee stock option plan from a previous employer, or by a spouse or domestic partner at his or her employer, are permitted; however, trades are subject to the Holding Periods and Restricted List (for sales).

7. Tax Deferral Accounts.

- You are not required to rollover tax deferral accounts such as a 401(k) account from a previous employer to an MSCI plan or account.
- Trading in any tax deferral account is subject to the restrictions described herein, including with respect to the Restricted List and Holding Periods.

8. No Pooled Investment Clubs.

You may not participate in investment clubs in which members pool their assets to make investments in securities.

9. Additional Disclosure and Cooperation.

If requested, you will promptly provide the MSCI Compliance Department with documentation and any other requested information relevant to this Policy, such as trading activity, account holdings, account statements, trade confirmations and other account or trading information.

The Firm reserves the right to monitor your trading and investment activity. The Firm may request on your behalf, or require you to ensure, that duplicate account and trade confirmations and/or statements are sent to MSCI in the manner requested by the Firm. The Firm may also obtain trading and position data for your accounts either directly from the institution or from a third-party data collection vendor.

Transactions in your accounts may be reviewed by the Firm for a variety of factors such as frequency of trading, potential misuse of confidential information and conflicts of interest. The Firm also may provide information concerning transactions in your accounts to regulatory and governmental authorities.



A handwritten signature in blue ink, appearing to read "John".



E. TRADING BLACKOUT PERIODS

1. **Blackouts for trading in MSCI Inc. Securities.** MSCI Inc. securities are subject to trading blackouts surrounding quarterly earnings announcements by MSCI. The scheduled trading blackouts, which are subject to change:
 - Begin at the close of trading on the 5th day of the last month of each fiscal quarter (March 5, June 5, September 5 and December 5), and
 - End at the beginning of the third full trading day following each quarterly earnings release by MSCI.

Please see the *Supplement for Transactions in MSCI Inc. Securities* for more details.

2. **Additional Trading Blackout Periods.** Additional trading blackout periods may be announced from time to time.

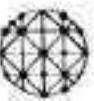
F. HOLDING PERIODS

1. All trades are subject to a minimum thirty (30) calendar day holding period or any longer holding period required by the relevant account or product.
2. Although you may trade listed derivatives such as listed equity options and listed index options, you may not trade any such instruments if by their terms they expire in less than 30 days. If the instrument has a term of greater than 30 days but is exercised (e.g., put or called) in less than 30 days by the counterparty, then you will not be in violation of the 30 day holding period requirement.
3. Transactions in MSCI Inc. securities have a 90 day holding period. For more details, see the *Supplement for Transactions in MSCI Inc. Securities*.

G. MISCELLANEOUS

1. **Additional Requirements.** The MSCI Compliance Department may modify this Policy and impose additional limitations or requirements on employee trading at any time, in its sole discretion.
2. **Trading Privilege Removal.** The Firm, in its sole discretion, reserves the right to cancel or instruct you to cancel any trade, without prior notice to you and at your expense. Additionally, the Firm may require you to freeze your positions due to potential conflicts of interest or the possible appearance of impropriety. The Firm may also, in its sole discretion, suspend or revoke your personal trading privileges at any time.





3. **Definitions of "Buy," "Sell" and "Trade."** As used in this Policy, the terms "buy," "sell" and "trade" and all derivations thereof include all transfers or exchanges, including gifts and charitable donations. For example, if you want to donate stock to a charity, the donation must comply with all of the terms of this Policy such as the Holding Periods and any notification and approval processes.
4. **Inheritances and Gifts.** If you inherit or are gifted any securities or other instruments or accounts covered by the terms of this Policy, you must make any necessary disclosures and transfers and take any other actions necessary to comply with the requirements of this Policy.

IV. Failure to comply

A. COMPANY DISCIPLINE

Violation of this Policy or insider trading or tipping laws may subject you to disciplinary action by the Firm up to and including termination for cause. A violation of this Policy is not necessarily a violation of law. The Firm's Policy is intended to be broader than the law. The Firm reserves the right to determine that specific conduct violates this Policy, whether or not the conduct also violates the law. It is not necessary for the Firm to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

Failure to comply with this Policy may (without limitation) result in one or more of the following as the Firm considers appropriate in the particular circumstances:

1. **Cancellation** or reversal of trades at your expense.¹
2. **Accounting** for and disgorgement of any profit from a transaction that violates the Policy.²
3. **Revocation**, suspension or restriction of trading privileges.

¹ Reversal of a trade means purchasing the same financial product in the same quantity that you sold or selling the same financial product in the same quantity that you bought.

² "Profit" may be measured in a number of ways, including by comparing the actual purchase or sale price of the transaction that violated this Policy with the purchase or sale price of the instrument at the beginning of the period when a transaction would not violate this Policy. For example, if a sale resulting in proceeds of \$100 occurred before the expiration of the applicable holding period would have resulted in proceeds of \$90, profit from the transaction could be measured at \$10.



4. **Termination**, suspension from employment (with or without pay), reprimand or such other disciplinary action as the Firm considers appropriate in the circumstances.
5. **Criminal**, civil, or regulatory proceedings and penalties, including damages, fines and sanctions.

B. REPORTING VIOLATIONS

Any person who violates this Policy or any applicable laws governing insider trading or tipping, or knows of any such violation by any other person must report the violation immediately to the General Counsel. Upon learning of any such violation, the General Counsel will determine whether the Firm should release any material non-public information, or whether the Firm should report the violation to the SEC or other appropriate governmental authority.

V. Questions

Questions regarding this Policy may be directed to the MSCI Compliance Department.





SUMMARY OF MSCI OUTSIDE THE WALL EMPLOYEE TRADING POLICY

Summary: This document summarizes certain requirements of the MSCI Outside the Wall Employee Trading Policy. It does not contain all the terms of the Policy and cannot be relied on in place of the entire Policy.

This Policy Applies to:

- All personnel who are classified Outside the Wall of the MSCI Index business
- All accounts which such a person could reasonably be expected to control or influence -- including all accounts of a spouse, domestic partner, minor child or trust accounts

Brokerage Account Requirements:

- Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities
- Managed accounts in which you grant full discretion to your manager or broker are permitted with prior authorization from Compliance
- Accounts holding MSCI stock or options must be held at E*TRADE or one of the other brokerage firms designated by Compliance ("Designated Brokers"), and must be disclosed on the Compliance Portal

Restricted List

- All trades must be pre-cleared against the Restricted List immediately prior to placing the trade
- The Restricted List is posted on the Compliance Portal under securities to watch section

Prohibited Products and Trades:

- No stop or limit orders, except for same day orders
- No OTC derivatives contracts, such as OTC options, futures, warrants and swaps

Holding Period:

- 30 days for all investments
- 90 days for any MSCI stock or options

MSCI Inc. Transactions:

- May only trade MSCI Inc. stock during specified Window Periods
- May not trade listed options on MSCI Inc. stock
- May not hold MSCI Inc. stock in margin accounts or managed accounts
- All trades must be pre-cleared against the Restricted List using the Compliance Portal immediately prior to placing the trade
- All trades must be pre-approved on the Compliance Portal no more than 2 days prior to trading

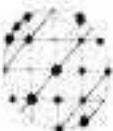
Compliance Portal

- The Compliance Portal can be accessed by typing "complianceportal/" into your MNET Internet Explorer browser



Accounts and Investment Plans	
Brokerage Account Disclosure	Not Required
MSCI Stock Account Disclosure	Required
Designated Broker Requirement	Not Required (except for MSCI stock accounts)
Mutual Fund Account Disclosure	Not Required
Managed Accounts	Permitted, with prior approval (excluding MSCI stock)
Automatic Investment Plans	Permitted
Pooled Investment Clubs	Not Permitted
Products and Transactions	
Individual Stocks	Permitted
Corporate Bonds	Permitted
Sovereign Debt	Permitted
Mutual Funds and ETFs	Permitted
MSCI Stock	Permitted
Stop or Limit Orders	Permitted, during open window periods Permitted (same day only)
Listed Derivatives	Permitted (but note Holding Period applies)
OTC Derivatives	Not Permitted
IPOs	Permitted (but Holding Period Applies)
Private Securities Transactions	Permitted, with pre-approval
Short Selling	Permitted (excluding MSCI stock) but note Holding Period applies
Trading and Holding Periods	
Pre-Clearance	Required
Compliance Pre-Approval	Not Required (except for MSCI Stock, IPOs and Private Securities Transactions)
Holding Periods	30 days, 90 days for MSCI stock
Blackout Periods	MSCI stock blackouts





HireRight Reference Guide

MSCI has partnered with HireRight to assist in your background check process. This is required as part of MSCI's global onboarding process to ensure a safe and secure workplace for all employees.

BEFORE YOU BEGIN

The process will take approximately 30 minutes.

You will need access to a scanner and desktop PC or laptop. Please do not use a tablet or mobile phone.

You are required to upload scanned copies of the following mandatory documents:

- ✓ Passport (Latest)
- ✓ PAN Card
- ✓ Aadhaar card
- ✓ Appointment/Offer Letters & Relieving letters from all the previous organisations
- ✓ Your highest degree attained (Convocation certificate or Final Year Mark sheets)

Photos of documents taken on a mobile device are acceptable if they can be read clearly.

National ID number section - If you have resided in another country Eg. Hong Kong, you may be asked to provide your former Hong Kong Identity Number.

Email invitation

- You will receive an email from HireRight, with a link to initiate the process. Clicking the link will take you to the login page of the HireRight website.

Register and Complete the Online Form

- Using the login provided in the email, register on the secure website and begin the screening process. Please save your login details for later use.

Checks to be conducted:

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

Check before you submit

- Please ensure you use the summary page to check the information entered and make any amendments before you sign the e-consent and submit your information to HireRight.

Contact from HireRight

- HireRight's global representatives may contact you to request further documentation or clarification if any information is omitted.

Help

- Should you have any queries, please contact HireRight via:
- Email: backgroundscreeningasia@hireright.com
- Should you wish to address any areas of concern, please contact your MSCI HR Team immediately

Security

HireRight prides itself on its physical and data security, which include our online platform being accessed via SSL, with secure 3-tier architecture and firewall and IDS protection, along with our own staff vetting amongst many other security measures.



Mao

Mumbai - Gaurav Panchal - Offer Contract

Final Audit Report

2022-09-29

Created:	2022-09-29
By:	Smita Rao (Smita.Rao@msci.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-Fh8bN8Sjx4_M1CNIFSjFKQLj3hUp04P

"Mumbai - Gaurav Panchal - Offer Contract" History

- Document created by Smita Rao (Smita.Rao@msci.com)
2022-09-29 - 1:28:56 PM GMT- IP address: 103.216.212.202
- Document emailed to gauravpanchal3333@gmail.com for signature
2022-09-29 - 1:38:19 PM GMT
- Email viewed by gauravpanchal3333@gmail.com
2022-09-29 - 1:38:22 PM GMT- IP address: 65.249.92.46
- Signer gauravpanchal3333@gmail.com entered name at signing as Gaurav Panchal
2022-09-29 - 5:49:27 PM GMT- IP address: 49.33.249.28
- Document e-signed by Gaurav Panchal (gauravpanchal3333@gmail.com)
Signature Date: 2022-09-29 - 5:49:28 PM GMT - Time Source: server- IP address: 49.33.249.28
- Agreement completed.
2022-09-29 - 5:49:28 PM GMT



A handwritten signature in blue ink, appearing to read "Gaurav Panchal".



Adobe Acrobat Sign

1937

**0508 GE Oil & Gas India Private Limited**

SF No.808 Chettipalayam Road
Coimbatore- India
641001

16 November 2022

23

Yuvraj Purohit
Mumbai, India

Dear Yuvraj:

Taking into consideration Baker Hughes' interest and commitment to the growth and development of students as future professionals, we are pleased to inform you that you have been selected to undertake an Internship with Baker Hughes for the role of Digital Technology Intern.

1. Department OR Product Line: You will undertake your internship in the HQ - Digital Technology function.
2. Period: The internship will start on Monday 16th January 2023 and would end on Friday 14th July 2023, internship period stated above. In case your internship is reduced or extended you will receive an amendment letter outlining the change. (the original internship period and the extended internship period together are referred to as "the Internship Period").
3. Reward: You will be entitled to a Monthly of INR 30,000.00 for each internship month, less applicable taxes. If your internship is extended, you will continue receiving the same monthly allowance.
4. Guidelines: Below are the general guidelines pertaining to your internship.

Please go through the guidelines and send us a signed copy of your acceptance to the Internship agreement.

We wish you success during your internship. Please do not hesitate to contact us back in case you require any further clarifications.

General Internship Guidelines

- **Purpose of the Internship** Baker Hughes Internship provides an educational strategy whereby students complement their academic preparation with direct practical experience. Baker Hughes participation exhibits the company interest and commitment to the growth and developments of students as future professionals.

Eligibility:

To qualify for an Internship with Baker Hughes, students must be:

- Enrolled in a full-time degree program (students should be enrolled a minimum of 9 hours in each of the Fall and Spring semesters to be considered a full-time student; summer enrollment not required).
- Working towards a Bachelor's or Master's degree from an accredited University
- In "excellent standing" with the University



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Baker Hughes >

CONTRACT OF EMPLOYMENT

Page 2 of 4

Competencies:

In order to qualify for the Internship, students should be having strong communication (English is a must), technical writing and presentation skills, as well as solid problem-solving abilities and the desire to learn new skills and gain new experience. Prospective Internship students should also be self-starting, goal-oriented team players who demonstrate leadership capabilities and understand practical business principles.

General Responsibilities of the Intern

1. Achieve the short-term and day-to-day goals, tasks and learning objectives assigned by the University and Baker Hughes Supervisor.
2. Follow all HSE operational practices and procedures successfully and effectively as per company policies, both during the remote working phase and physically in the office.
3. Manage time and resources effectively.
4. Solve problems, overcome obstacles and make good decisions.
5. Work effectively on diverse teams.
6. Communicate effectively with all levels within the team and external business partners.
7. Demonstrate work-related knowledge effectively.
8. Utilize multiple sources of information effectively.
9. Exhibit a high level of initiative.
10. Maintain the confidentiality of any information designated by Baker Hughes as Confidential.

General Responsibilities of Baker Hughes

1. Encourage and support the learning aspect of the student's Internship assignment.
2. Designate an employee to serve as student advisor with responsibilities to help orient the student to the site and its culture, to assist in the development of the learning objectives, to confer regularly with the student and his/her faculty representative and to monitor the student's progress.
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging.
4. Make available equipment, supplies and space necessary for the student to perform his/her duties.
5. Provide guidance on a safe working standard both for remote work and in the office.
6. Will not displace regular workers with students secured through Internship referral.
7. Notify University/College personnel of any changes in the student's work status, schedule or performance.
8. Allow a faculty representative to visit the worksite to confer with the student or the intern's manager, with prior arrangement.



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R65413

Baker Hughes

CONTRACT OF EMPLOYMENT

Page 3 of 4

9. Communicate Baker Hughes policies and standards to University/College personnel.

Hours of Work:

The Intern shall abide by the working hours followed in his/her area of work. Further details would be provided by the Direct Supervisor and HR Department upon joining the Internship.

Medical & Sickness:

Should the Intern be absent from work due to sickness, he/she must inform the Supervisor immediately. A registered medical practitioner must certify periods of sick leave in excess of two days. Sick leave will be paid in accordance with Company policy.

Termination of the Internship:

Should Baker Hughes become dissatisfied with the performance of a student, Baker Hughes may request the termination of the Internship arrangement.

- In case the Intern was referred by a University, the termination should occur only after University/College personnel have been notified in advance and a satisfactory resolution cannot be obtained.
- In case the Intern is a walk-in candidate who directly applied to Baker Hughes, the Company may request the termination of the Internship arrangement by giving the candidate 2-day's notice.

Governing Law:

The provisions contained herein shall be construed and governed in accordance with the laws of India. The Courts at Pune shall have exclusive jurisdiction over matters contained herein.

Miscellaneous:

These terms and conditions constitute the entire agreement and understanding between the parties with respect to the Internship. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the terms and conditions shall not be construed as a waiver of any provision or right. If any particular provision of the terms and conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the terms and conditions which shall remain in full force and effect. In case of any conflict between applicable laws and terms and conditions contained herein, the applicable law shall prevail.

Yours sincerely,

Eya Qatani

Human Capital & Technology HR Leader – MLNATT
Baker Hughes Company


Acknowledgement and Acceptance

This is to confirm that I have read the Internship guidelines and I am fully aware of my roles and responsibilities during the Internship.

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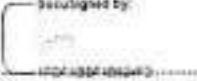
CONTRACT OF EMPLOYMENT

Page 4 of 4

Yuvraj Purohit

Name: _____

Signed by:

Signed: 

Date: Nov 16, 2022 | 11:20 CST


A handwritten signature in blue ink, appearing to read "Yuvraj Purohit".

TransUnion

TO WHOMSOEVER THIS MAY CONCERN

Letter of Intent

24

This is to notify that we intend to offer an internship opportunity to Mr. Vishal Shankarai Lohar who is currently pursuing Bachelors in Technology at Sardar Patel Institute of Technology effective February 20th 2023 for a period of 4 months.

Anthony Vinoth
Sr Manager, Human Resources
TransUnion Global Technology Center LLP

Date: 27th Jan 2023

Mho

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Nomura Services India Private Limited
Worchester - 10th Floor, Powai Business District, Powai
Mumbai - 400 075 India

Telephone +91 22 3053 4628
Facsimile +91 22 3053 2111
Website www.nomura.com

20 December 2022

Hiten Santosh Batra

Sardar Patel Institute of Technology
Mumbai - 400 058

25

Dear Hiten,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Global Markets IT division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 50,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 09 January 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.



Uma

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India

Telephone +91 22 3053 4626
Facsimile +91 22 3053 2111
Website www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events; (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**ABHIJEET
BANERJEE**
Digitally signed
by ABHIJEET
BANERJEE
Date: 2022.12.22
17:57:16 +05'30'
Abhijeet Banerjee
Executive Director – Human Resources

Nomura Services India Private Limited
Registered in India No. U72200MH2010PLC162813
A member of the Nomura group of companies

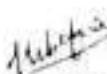


Nomura Services India Private LimitedWinchester - 10 Floor, Powai Business District, Powai
Mumbai - 400 076, IndiaTelephone +91 22 3051 4626
Facsimile +91 22 3051 2111
Website www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of internship

Signature:


Hiten Santosh Balna

Date:

24 December, 2022



re

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai
Mumbai - 400 076, India

Telephone +91 22 3053 4626
Facsimile +91 22 3053 7111
Website www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester - 10th Floor, Powai Business District,
Powai, Mumbai - 400 076



JPMORGAN CHASE & CO.

26

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.



1447

1501

J.P.Morgan

07-Dec-2022

Nimrat Kaur

C-7/401 Pawan Hans, Juhu Housing Complex
Daulat Nagar, Santacruz West
400054
MUMBAI
Maharashtra
INDIA

Dear Nimrat,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 13-Dec-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in blue ink, appearing to read "Nimrat Kaur", is written over a blue horizontal line.

Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Software Engineer Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 06-Feb-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 31-May-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR 70,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR 85000 ("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below.

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum. If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



A handwritten signature in blue ink, appearing to read "W.M.D.", is placed over a blue ink mark.

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present at a JPMC office in Mumbai, India and obtaining and maintaining throughout your period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship;
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

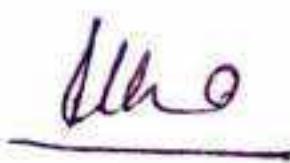
B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;

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- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your Internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



B4.6 During any Notice Period

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work

B5. Leave

85.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
 - (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
 - (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc.com website, which will be accessible to you upon commencement of your employment.

BS.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6 Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. **Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. **Post Internship Restrictions**

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group,
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter).

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems, terminate offers of employment or work assignment, and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply.

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employers are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



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JPMORGAN CHASE & CO.

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Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.





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J.P.Morgan

24-Nov-2022

Oindrella Ghosh

Flat No 906B, Indian Oil Nagar, D N Nagar
J P Road, Andheri-West, Mumbai-400053
MUMBAI
Maharashtra
INDIA

Dear Oindrella,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your Internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your Internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



W.M.
14-6-05

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period;
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



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- (i) seriously breach the Code of Conduct and any other Company policies;
 - (ii) disobey the Company's lawful and reasonable instructions;
 - (iii) habitually neglect your duties; or
 - (iv) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
 - (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5 Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6 Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards, card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post Internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13 Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers;

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

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JPMC may disclose the information it obtains in connection with monitoring activities to JPM affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD)

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or "JPMC") is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing or holdings.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary, and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91 22 6157 3000 Facsimile: +91 22 6125 0000



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Private and confidential

August 10, 2022

Gauri Pethkar

By Mail

24

Dear Gauri,

We are pleased to extend to you a formal offer to join ISS Services Pvt Ltd ("the Firm") as an Intern in **Development** in Mumbai. We are pleased to meet you and are excited about the prospect of working with you.

You will receive a monthly stipend of **INR 30,000** payable at the end of each month. You will begin working in January 4, 2023 and are expected to remain for **six months**. Your start date with the firm will be **January 4, 2023**.

During your internship, you are entitled to **7 days** of leave (paid & all-inclusive for any reason – vacation/sick etc.) apart from the public holidays (as per company's holiday list) and weekly holidays during your six-months internship period.

Please note that as a condition of your participation in the program you will be bound by the ISS Code of Conduct and other relevant policies as may be issued, updated, varied and supplemented by the firm. Any violation of the Code of Conduct or related policies and procedures may subject you to disciplinary action.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of the internship and following its termination, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of another individual, or company. Likewise you may not bring onto firm's premises any confidential documents, relating to any prior employers' business.

Your acceptance of this position implies a commitment on your part to stay with ISS Services Pvt Ltd for a six-months period. However, while an intern will normally complete this program, please remember that this is not a guaranteed term of employment and either you or the firm may terminate this relationship at any time for any reason. The notice period for the termination of service is **7 days**.

This offer is governed by the laws of India and is contingent upon a number of additional steps in the employment process including but not limited to showing a proof of citizenship or obtaining appropriate right to work documentation.

We know you will find the business to be both challenging and exciting and look forward to seeing you on board. If you have any questions regarding our offer or the firm more generally, please feel free to contact us.

We ask you to confirm your acceptance by signing and dating this offer letter. A copy of the letter is provided for your review.

Yours sincerely,

By and on behalf of

Institutional Shareholder Services India Pvt Ltd

Agreed and acknowledged by

Bhagyadipan SHETTY

Date: August 10, 2022

Gauri Sachin Pethkar

Date: 10.08.2022



Gauri PETHKAR

Date: August 10, 2022

INSTITUTIONAL SHAREHOLDER SERVICES INDIA PVT LTD

7th & 8th Floor, Central B wing, Nesco IT Park - Tower A
Western Express Highway, Goregaon East, Mumbai - 400062

ISS GOVERNANCE LTD

103 EXTC

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NF

Great
Place
To
Work

Certified
MAR 2020 - MAR 2020
INDIA

quantiphil
Solving What Matters

22-23

"THE
FUTURE
IS HERE"

TOTAL REWARDS STATEMENT

Private and confidential



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quantiph

Date : December 23, 2022

Mr. Aryan Mayur Dali

Email: aryan.dali@gmail.com | Phone Number: 9867667847

Congratulations! We are excited to have you on board and appreciate all the conversations we have had during the course of the selection process. At Quantiphi, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contributing towards your overall growth, holistic development, and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family, and your long-term association with Quantiphi.

This detailed statement has been created to give you an insight into your benefits as full-time employees at Q and a complete understanding of your compensation package post internship.

Please refer to Page 4 of this document for your TRS w.e.f. from **March 20, 2023** designated as **Intern - Business Analyst** at our Mumbai, Maharashtra office.

Regards
Mohini Palchowdhury
Head-HR

Your Total Rewards Packages (INR) - **850,000**



Your Compensation

This represents your total compensation, which includes your fixed and variable pay.



Health and Wellness

Initiatives taken by Q to promote health and wellness amongst its employees



Performance Rewards

Incentives linked to your performance and what they mean to you



Learning and Growing with Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and growth



Benefits at Q



Celebrating Life at Q

Q celebrates its employees and their contributions, recognising the need for rejuvenation and encouraging independent thinking

Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- I. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.
- II. This program aims to be both challenging and rewarding while keeping the current guidelines issued by the Ministry of Health.

2. During the internship:

- I. The internship program is for a duration of (4) four months from the date of joining mentioned above.
- II. During this period, you are expected to use your own laptop. Quantiphi's IT team will have the right to implement all necessary changes as per the Company's security policy and requirements. Please ensure that your laptop is in proper working condition. In case you do not have a laptop, you will be expected to arrange (borrow / rent) one before the start of your internship.

3. Performance Evaluation:

- I. During this internship period, your performance will be subject to continuous evaluation.
- II. Post completion of your internship period, your absorption in the company as a full-time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during the internship:

- I. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs.23000** per month (**Rupees Twenty Three Thousand Only per month**)
- II. You will be eligible for internet reimbursement of **Rs. 600/-** per month for your internship period.

5. Notice Period during the internship:

This Contract is terminable by either party giving one month's notice period for no cause. During the period of the internship, the company can terminate the contract by giving one week's notice. At its sole discretion, the Company may consider accepting payment in lieu of a notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in the notice period may also be considered at the Company's sole discretion.

6. Offer Confirmation:

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any leave till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment without any compensation.



Total Rewards Package (Full Time Employee)

Particulars	Amount	Payable
Fixed Component	(INR) 650,000	Split Monthly (Refer to Annex-5)
QCOP	(INR) 200,000	Performance-based payment in January 2025
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCOP** - This payout is a way to recognize and reward the exemplary performance of high-performing and ambitious professionals. The QCOP component shall be paid out as per the QCOP policy guidelines, and shall be refundable in case you decide to leave the organization under the policy conditions.
- Notice Period post Joining** - Your employment is contingent on a successful background/ reference check that the Company may conduct at its discretion. For conducting background/ reference check by the Company, all the documents listed in **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploadings must be completed by you within one day from your date of joining (specified above).

In the event you fail to do so, the Company shall, at its sole discretion:

- Withdraw the Offer Letter.
- Terminate your service, without liability in case you have already joined the Company.

The employment is terminable by you after giving advance written notice as follows:

- Two months if you desire to leave from the date of confirmation as full-time employee.

In the job offered, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leave, adjustment of the same against regular monthly salary or compensation may also be considered at the Company's sole discretion.

Signature

Authorised Signatory
Mohini Palchowdhury
Head-HR



Signed and Accepted
Aryan Mayur Dali

Your Compensation

Particulars	Ratio	Annual	Monthly	Details
Gross Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
DA	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Food Reimbursement	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Coupons	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	
PF Contribution (Statutory Fund)	12% of 15k Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
ESI Contribution	4.87% of Basic	(INR) 15,636	(INR) 1,303	Statutory
	Sum of (I) & (II)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	
Professional Tax Deduction	12% of 15k Basic (as chosen)	(INR) 21,600	(INR) 1,800	Statutory
PTD	Fixed	(INR) 200		Professional Tax Deduction
	Calculated	(INR) 24,000	(INR) 2,000	Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064		

Your employment is **contingent to a successful background / reference check** that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter
2. Terminate your services without liability in case you have already joined the Company.

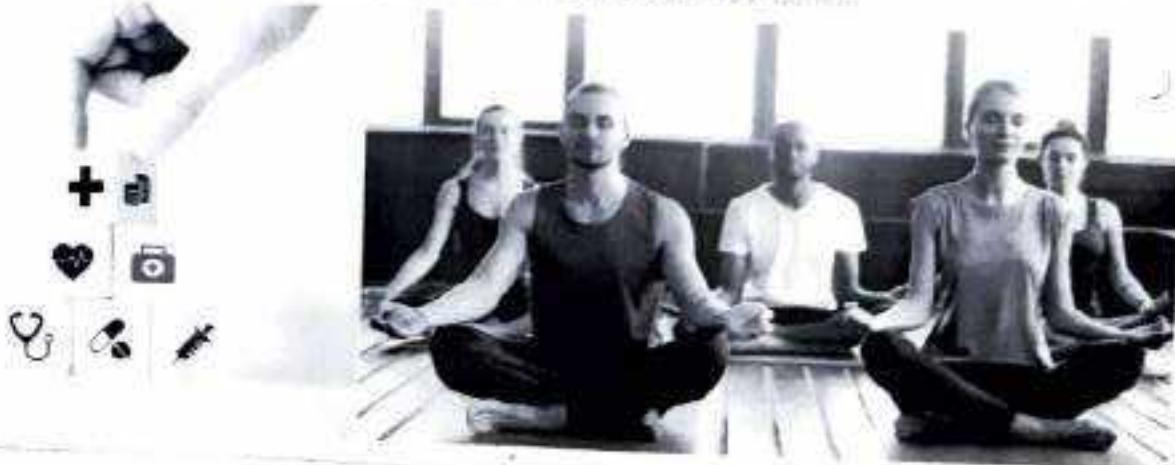
For conducting background/reference check by the company, all the documents listed in **Annexure A** must be provided by you by uploading clear scanned copies of all the listed documents on the website of our background verification agency www.quantiphi.com which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.



Health and Wellness

Quantiphi provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- Employee Wellness Assistance Program** - Quantiphi offers its employees facilities available 24/7/365 days with site partners, TATA Health Care Solutions, to access a range of other services like stress management services, etc. A specially designed collection of exercise programs to learn how to be completely relaxed at the moment, and various relaxation exercises, relaxation techniques for improved sleep, focused concentration, etc through their website to their TATA intranet portal.
- Mediclaim Coverage & Accidental Coverage** - All employees of Q have access to a mediclaim policy for themselves, administered by Care Health. We provide them a Mediclaim Policy of Rs. 10,00,000/- for employees, spouse, child to child and also an Accidental Death and Dismemberment coverage of dependent at a premium premium.
- Sabbatical** - Employees have the option to take personal time off for personal health, medical emergencies, and also to pursue higher education. Scope of the action, see bold sabbatical for more information.
- Zen Days** - Your health will be entitled to one 'Sleeping-Free Day' every month. Employees will have the liberty to turn over all responsibilities that result from your role, for that particular day, and unless absolutely necessary, keep it updated. You will be able to utilize this day on different days, as per your availability. Additionally, you can not be required to work on this particular day.
- Maternity Leave and Sabbatical** - Female employees can extend their maternity leave up to an additional month, if they wish. And additional leave for special circumstances can be taken.
- Paternity Leave and Sabbatical** - Male employees are eligible for 16 days of paternity leave, with additional leave if just sabbatical applicable in case of Child Cancer Patients.
- Child care** - Employees can nominate children up to the age of 10 years, can qualify additional days of leave in a year, for the care of dependent children and care of their ward.
- New parent Support** - Full-time employee on the direct payroll of Q and who is entitled to Maternity leave, can be entitled to extended work from home.

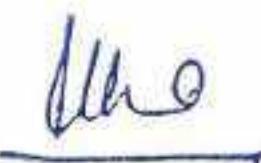


Linked Incentives

Meritocracy is the driving force in Quantiphi along with innovation and constant upskilling in terms of values. Quantiphi always focuses on and moves one step away from appreciating and rewarding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps growth and flourish.



- **Company or Sales Linked incentives** - With the growth in the organization, these incentives are given after a successful stint in your last appraisal to appreciate your contribution towards the organization's growth story.
- **Retention Bonus and Joining Bonus** - Q appreciates its employees' contributions and provides health enhancement options for all eligible employees.
- **Performance Linked Incentive** - Q rewards high-performing employees through wealth enhancement options like PLI. All eligible employees have an equal opportunity to earn up to 12% of their PUF.
- **ESOPs**: Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special vesting-linked Stock Options.
- **QCDP**: To reward long-term career commitment, through wealth enhancement options like QCDP awards.



Learning and Growing with Q

True believers of the philosophy of Learn, Learn and Learn, quantiphi's learning culture highly appreciates and values its employees' learning. We believe that all the way to a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



S U C C E S S

- Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take certification courses across skills and business verticals. Q sponsors an employee's first attempts on any certification.
- Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organization.
- Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner Jonybay to aid first time managers.
- Leadership Development Program** - 6 month development program for senior Leaders with vendor partner CCT dedicated to create future Leaders.
- Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave up to 2 years and interest-free loan up to 50% of educational expenses.
- International Travel Options** - With a growing global footprint Quantiphi provides opportunities for its employees to relocate to various locations across the globe.
- Skill-based promotions (Quarterly)** - Q recognizes and rewards talent and skill through skill-based promotions that take place quarterly.

Others Benefits at Q



Atting up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a work-place that has employee-friendly policies, an amicable & conducive work environment and encouraging opportunities for all our employees.

Benefits@Q leaves the way for a healthy work-life balance and ensures personal as well as professional growth for our employees. Some of the benefits that employees have access to our Corporate subscriptions to D24 and User facilities for official requirements. Leaves: Employee-Sick Leave, Advance Option, Leave Sharing Option, etc.

- Leaves

Earned Leaves:

24 days day of annual leave
that can be used by employees
based on the need of work. **10**
days of mandatory vacation
leave < 1 year tenure, equal
focus on employee welfare.

Bereavement Leave:

In the unfortunate event of the
demise of an immediate family
member (parent, spouse,
sibling, children or parents-in-
law, grand-parents), employees
are provided **5 working days** of
paid leave.

Parental Leaves:

Maternity, Paternity, Adoption
Leaves which can be taken as
per employee availability.

- **Financial well-being** - Employee can option up to 5 loans available to all eligible ones in cases of
- Home ownership, extended to the family which includes parents, spouse, siblings or children
- Self-owned business, Child Education, Home loan, Employees Marriage.
- **Leave Sharing Option** - In case of personal emergencies employees can share their leave with
colleagues to support them during difficult times.



Benefits Continued

We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves helps us to do the same. We strive to not only be an integral part of the professional career of our people but also contribute to the happiness and well-being of their personal lives.

- **Special Leave** - Official Birthdays of employee/spouse/children or Anniversaries are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremonies held to recognize and award employees who have outdone themselves in a specific time period. Our USP is the goodies and the rewards - from LinkedIn recommendations to monetary benefits - our thank you's to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to three Floating Holidays a year. These 3 days can be chosen from the preexisting list of restricted holidays on ZOHO.
- **Covid Care and Virtual Support** - From home healthcare packages to vaccination drives, peer support groups, home delivery of office gadgets, glucomill sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment**: Employee Loan Repayment Program (ELRP) is designed to support early/timely repayment of education loans availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.



Uma



General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws.
2. Performance linked incentives, if any, shall be paid as per company policy.
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of **July 2024**.
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Sodexo food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section.
6. You will be further inducted on the performance system on the day of joining.
7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time.
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972.
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment.
 - b) This will cover expenditure on self and family travel along with food expenses.
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his/her date of joining.

We will require the below documents before joining:

1. Your duly accepted resignation letter/relieving letter from the previous employment (if applicable).
2. Previous experience certificates. (If applicable)
3. Copies of certificates/diplomas/degrees of educational qualifications (Std. X, Std. XII, Graduation, and post-graduation).
4. Last 3 months' pay slip (If applicable).
5. Proof of date of birth.
6. Proof of current address.
7. PAN Card (3 copies)
8. Aadhar Card (3 copies)
9. Copy of latest valid passport
10. Latest Passport size photograph
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC)



Great
Place
To
Work

Certified
MADE BETTER
INDIA

Quantiphi
Solving What's Next

"THE
FUTURE
IS HERE"

WELCOME TO
QUANTIPHI

~~Private and confidential~~



JPMORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

59

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

Jamie



M

JPMorgan

25-Nov-2022

Pranay Tiwari

Aarti /101,Vasant leela , wagholi naka , G.B road , thane west
-400615
THANE
Maharashtra.
INDIA

Dear Pranay,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



A handwritten signature in blue ink, appearing to read "Meho".

Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Global Risk & Compliance Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis, as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS

A handwritten signature in blue ink.

B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - i. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - ii. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (or, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

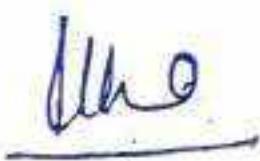
B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

A handwritten signature in blue ink, appearing to read "Mike", written over a horizontal line.

B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6 Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company, and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post Internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



1502

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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company;
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living;
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law;
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay;
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor;
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the mec@pmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:
- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter).

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile: +91-22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the



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[Signature]

job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Pranay Tiwari

Accepted Date: 2022-11-25T05:53:32.429+00:00

IP Address: 51.158.233.116



Uma



22-23

STRICTLY PRIVILEGED & CONFIDENTIAL

23

14th September 2022

Ms Rutuja Thorat,

Re: Letter of Employment/Appointment

Dear Rutuja,

We are pleased to offer you a position with **Saiher Supply Chain Consulting Private Limited**. Representing OMP in India (hereinafter defined as the "**Company**"). The terms and conditions of your employment with us will be as under:

1. DESIGNATION AND DEPUTATION

Your designation will be **Associate Consultant** in the company. You will initially be based at our **Mumbai office**. You will be required to travel as per business needs..

2. EMPLOYMENT AND REMUNERATION

2.1 Date of Joining

Your joining month with the Company will be on or before **July 2023**. The terms of employment shall commence from this month/date itself.

Internship will commence from January till June 2023 . (Stipend 30k pm).

2.2 Remuneration

Your Annual Total Employee Cost to Company will be **7,50,000/- (Seven Lakh Fifty Thousand Only)** per annum. This will be suitably structured in line with company policy.

3. TAX AND BENEFITS

3.1. Tax

The Company, in accordance with the applicable laws of India including the Income Tax Act, 1961, will deduct taxes at source on your remuneration.

3.2. Working Hours & Duties

The Employee who has been employed will be required to work 5 days a week for 8 hours a day i.e. from



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Saiher Supply Chain Consulting Pvt. Ltd

Noon to 21:00 hrs from Monday to Friday (including break for the duration of 1 hour each day). The Employee may be required to work beyond the normal working hours to discharge his/her duties at the sole discretion of the Company. The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

You are eligible for Twenty Four (24) days of paid leaves and maximum of five (5) days of paid sickness leaves, as per your role, per year on pro-rata basis at the sole discretion of the Company. Unutilised leave up to 9 days can be carried forward to the next year. Any leave balance beyond 9 days at the end of the year would lapse.

4. PROBATION

- 4.1. You will be on probation for a period of **six (6) month** from the date of joining.
- 4.2. During this period your services may be terminated at any time by giving one (15) days' notice in writing or by paying one (15) days gross salary in lieu thereof.
- 4.3. Your probation period may be extended at the Management's discretion in the event your performance/conduct is judged to be below acceptable standards.
- 4.4. An employee on probation can resign subject to the approval by the competent authority, after giving one (1) months' notice in writing or by paying one (1) month's gross salary in lieu thereof. If employment has been confirmed after satisfactory completion of probation, you will have to give a notice of two (2) month(s), in writing or two (2) month(s) gross salary in lieu thereof.
- 4.5. After confirmation, your services may be terminated by the company giving two (2) month(s) notice in writing or by paying two (2) month(s) gross salary in lieu thereof.
- 4.6. The notice period of one (1) month / two (2) months, as may be the case, can be reduced / waived by the Managing Director at his/her discretion, at adjustment of leaves not availed.

5. TERMINATION

- 5.1. Upon confirmation of the employment, either party may terminate the agreement by giving two (2) months' notice or salary in lieu of the notice period.
- 5.2. The Company reserves the right not to give any reasons for termination.
- 5.3. Notwithstanding anything to the contrary, the Company shall have the right to terminate this agreement and the employment with the Company for cause. For purposes of this agreement, the term "cause" shall mean:
 - a) Any breach of obligations under this agreement.
 - b) Fraud, theft, or gross malfeasance, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement, or misappropriation of assets.
 - c) Violation of his/her obligations to the Company, including, without limitation, conduct which is inconsistent with the employee's position and which results or is reasonably likely to result (in the opinion of the Company) in an adverse effect (financial or otherwise) on the business or reputation of the Company or any of its subsidiaries, divisions, or affiliates.
 - d) Failure, refusal, or neglect to perform his/her duties contemplated herein within a reasonable period under the circumstances after written notice from the Company, describing the alleged breach and offering a reasonable opportunity to be heard.
 - e) Repeated violation of any of the written work rules or written policies of the Company after written notice of violation served to the Employee.
 - f) Breach of standards adopted by the Company governing professional independence or conflicts of interest.
- 5.4. Upon termination of his employment, the Employee shall not retain or make any copies (electronic or otherwise) of any document, item or any property belonging to the Company or its



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clients and duly return the same to the Company.

- 5.5. If the employment of the Employee is terminated for cause, the Company shall not be obligated to make any further payment to the Employee (other than accrued and unpaid base salary and commissions and expenses to the date of termination) or continue to provide any benefit (other than benefits which have accrued pursuant to any plan or by law) to the Employee under this Agreement.

6. THE COMPANY'S POLICY MANUAL

You shall agree and undertake that you shall be bound by all the policies of the Company including the policies documented in the policy manual, adopted or to be adopted by the Company, and as may be amended from time to time.

7. NON - SOLICITATION AND NON-COMPETE

- 7.1 Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of the Company, and the Company shall be entitled to all the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee.
- 7.2 The Employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to that of the Company or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of Employee's money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee's right to invest Employee's money in real estate.
- 7.3 The Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, the Company and the Employee stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Company, and the Company's goodwill, and that any breach of the terms of this section shall be a material breach of this agreement.
- 7.4 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.5 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.6 Employee agrees that this non-competition section is necessary to protect Employer's business, and that Employee's violation of this section would result in irreparable harm to Employer. In the event Employee breaches this non-competition provision, Employer shall be entitled to injunctive relief in addition to any other remedies legally available. This non-competition provision shall survive termination of this Agreement and shall be legally enforceable pursuant to law.



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8. CONFIDENTIAL INFORMATION

You acknowledge that during the course of your employment with the Company, you will have access to Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential valuable property are critical to the Company and/or Affiliates and/or such third parties for its business.

You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

9. INTELLECTUAL PROPERTY

You acknowledge and agree that your Contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of your Contribution to the business of the Company, however and whenever produced (whether by you or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creation and any copies thereof returned to the Company upon termination of your employment for any reason.

We hope that the discussed and thus proposed terms and conditions as provided in this letter are acceptable to you. Please feel free to contact the Human Capital Management, if you further wish to discuss any of the above.

10. OTHER EMPLOYMENT

During the employment with the Company, the employee will not accept any other form of employment or engage in any other business activity without the prior written consent of the Company.

10. RETIREMENT AGE

The Employee will attain retirement at 60 yrs. This may be extended beyond the age of 60 years at the discretion of the Company.



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Saiher Supply Chain Consulting Pvt. Ltd

Your Salary Structure is as follows:

Components	Monthly	Yearly
Basic	18958	227500
HRA	9479	113750
Conveyance Allowance	2083	25000
Medical Allowance	2083	25000
EPF Employee	2275	27300
EPF Employer	2275	27300
Communication Allowance	2500	30000
Special Allowance	14513	174150
Total (A) Fixed	54167	650000
Joining Bonus (One time payout) (B)	0	50000
Yearly Bonus (Performance based Variable) (C)	0	50000
Total CTC (A+B+C)	62500	750000

***You will be eligible for one time bonus of amount Rs 50,000 less applicable taxes and deductions , to be payable at the time of joining . If the employment is terminated by the executive or by the company within a year following the commencement date of this agreement , the executive will be required to refund the same.

- Note : In addition to the above , you will also be eligible for Gratuity calculated @4.81% of basic salary per annum (As per Gratuity Act , 1972) after completion of 5 years.
- You and your immediate family would be covered under the group Medclaim and personal accident insurance .
- Retention Bonus of INR (10 % of ctc) will be paid to you upon a completion of your 2 years and (25% of CTC) will be paid to you on completion of 5 years in the company.
- The payout will be subject to:
 - you not being subjected to any disciplinary actions or should not have received any warning from management
 - you achieving a performance evaluation of "Satisfactory" or above in the performance appraisal prior to completion of 2 years and 5 years of service.
 -

Please note** Incase of an unfavorable reference check this letter stands cancelled/withdrawn automatically without any notice or communication to you.

For Saiher Supply Chain Consulting Private Limited.



Authorised Signatory

I have carefully read and understood the terms and conditions state in the letter of appointment and here by confirm my acceptance.



Saiher Supply Chain consulting Pvt. Ltd

Signature :

Date: 03-11-2022



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JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.





J.P.Morgan

27-Nov-2022

Chris Paul

204 Divya Gunjan, Gaurav Garden, Kandivali West
-400067
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Chris,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

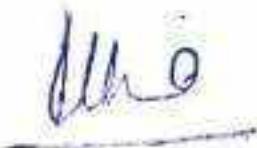
A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 29-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the Corporate Analyst Development Program (CADP) at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 09-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR35,000/- per month.

Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below.

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum.
If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of



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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum

A5. Probationary Period:

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days' written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - i. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - ii. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the 'Notice Period'), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



Uma

- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
 - (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6 Confidentiality



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You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or

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any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.
- B10. Working Hours
- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.
- B11. Retirement Benefits
- You are not eligible for retirement benefits.
- B12. Contract Execution
- B12.1 You acknowledge and agree that:
- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13 Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

**APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS,
PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems, terminate offers of employment or work assignment, and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade.

*The term "Covered Accounts" refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LGB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from (1) personal and business relationships, (2) the exchange of gifts and business hospitality, (3) political management, and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91-22 6125 0000



S. Electrical & Electronics, Kolkata
West Bengal - 700013

Phone: +91 98332 12345

E-mail: info@saeiit.com

SEE 22-23 IO 102

January 10, 2023

(25)

Mr. Sohel Datta

Veena Apartment, B 506
Sejal Park, Off Link Road
Goregaon West, Mumbai 400104

Dear Sohel,

Sub: Offer letter for internship for six months

In reference to your application, we would like to congratulate you on being selected for internship with S. Electricals & Electronics based at Kolkata. Your training is scheduled to start from January 2023 for a period of 6 (Six) months.

As such your internship will include training/orientation and focus primarily on learning and developing new skills and gaining a deeper understanding of concepts through hands-on application of the knowledge you learned in class.

Thank You for your interest evinced in our organization. We are looking forward to welcome you to S. Electrical & Electronics.

Yours faithfully,

For S. Electrical & Electronics

Papiya Sil

Proprietor





COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office
8th Floor, Tower B, Gate No 5,
Prima Bay, Sakin Vihar Road,
Powai, Mumbai - 400072.
Tel.: (91 22) 61783001
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www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

24-Nov-22

24

Subject : Internship Letter - Sardar Patel Institute Of Technology**Mr. Ritik Koul**

Dear Mr. Koul,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 09-Jan-23 to 30-Jun-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya_krishna@colpal.com for any queries that you may have.

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pan card
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR



iPerformance

Date: 30th Dec 2022

(36)

Dear Ishika Raghuvanshi,

With Reference to your Application and subsequent discussion we had with you, we are pleased to inform you that you have been appointed as a "UI/UX Intern" at Navi Mumbai location with effect from 3rd Jan 2023 on the following Terms & Conditions:

1. Your compensation package is attached herewith as an Annexure A.
2. You shall be due for salary revision not before one year from your date of joining.
3. The Management reserves the right to change the different components / allowances in the total emoluments package, at its own discretion, at any time in the future. However, your total monthly salary at 100% will be protected.
4. As a "UI/UX Intern" you will be on probation for a period of six (6) months from the date of joining. You will be confirmed in writing on the completion of your probation period subject to the assessment of your progress. This period of probation may be extended by the Management at its sole discretion. On expiry of the original / extended period of probation, you will continue to be on probation until a letter of confirmation is issued to you.
5. During the probation period your services can be terminated by either side, without assigning any reason, by giving one (1) weeks' notice in writing or salary in lieu of.
6. After confirmation, your services may be terminated by either side without assigning any reason, by giving one (1) month notice in writing or salary in lieu of. No notice of resignation will be effective if it is given during the leave period and at the same time, you will not be eligible to proceed on leave during the notice period if any.
7. You will be entitled for leaves in line with company policy.
8. During the continuance of your employment and / or anytime thereafter, you will not disclose or communicate any information connected with the company's trade secrets, methods, processes, plant and machinery, technical know-how, data, policies and practices, products to any person, group or organization, which may be your personal privilege to know by virtue of your being an employee.
9. You are not permitted without prior, written sanction of the Management, to engage yourself to any full time or part time employment, trade, business or occupation whether honorary or remunerative. Anytime, if it is found that there is any breach of this condition on your part, your services are liable to be terminated.
10. You shall abide by all rules, regulations, policies, practices and instructions, whether expressed or implied, applicable to your category, cadre or unit, as expressed, framed or modified by the company from time to time.
11. You shall communicate in writing, within seven (7) days, to the company any change in your address or personal status. All communications sent to you in normal course on the last address given by you shall be deemed to have been received by you.
12. You have furnished to the Company, information and documentation relation to your conduct, educational qualifications, prior work experience, if any and any other information sought by the Company, and based on the representations made by you, the Company has offered you employment. The Company will conduct a background verification directly or through an authorized

iPerformance Media Private Limited



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representative. In the event any authorization or consent is required from you to conduct any verifications, you will provide the same or arrange to provide any information as required to enable the background / reference checks. If at any time, (i) you fail to cooperate with the Company and / or its agents in conducting such verification and / or background and / or reference checks; and / or (ii) the background verification reveals that the information / documentation furnished by you is inaccurate, false, inadequate, or has any discrepancies, the Company shall have the sole discretion to suspend your employment immediately or terminate the employment terms by issuing a letter of termination.

13. Notwithstanding any of the clauses of this letter of appointment the management reserves the right to terminate your services without giving any notice or assigning any reasons thereof, if:
 - i. You are found medically unfit to perform your duties by a registered medical practitioner or
 - ii. Any adverse report regarding your conduct or character is received by the management from any civic / police authorities or
 - iii. Any of the particulars / information given by you to the company in your application for employment is found to be incorrect or
 - iv. If you willingly mislead the company or
 - v. If you do not attend your duties for more than 30 days continuously on any ground without any notice except on ground of illness or
 - vi. If you are found committing a breach of any clause of this agreement:
14. All conditions of this employment are subject to Mumbai city jurisdiction.

This letter of appointment is being issued to you in duplicate. You are requested to return one copy duly signed by you towards acceptance of the aforementioned terms and conditions for our records.

Your Sincerely,

AMMY
PINHEIRO
Ammy Pinheiro
Director

I, Ishika Raghuvanshi, have read and understood the above terms and conditions and accept the same in its entirety.

Signature: 

Date: 30/12/2022

iPerformance Media Private Limited



iPerformance

APPENDIX A

Employee Name:	Ishika Raghuvanshi	Location:	Navi Mumbai
Title:	UI/UX Intern	Effective Date:	3 rd Jan 2023

	INR Per Month	INR Per Annum
Basic Compensation	4800	57600
House Rent Allowance	1920	23040
Education Allowance	48	576
Conveyance	380	4560
Medical Allowance	297	3564
Special Allowance	4555	54663
Total Compensation	12000	144000

iPerformance Media Private Limited

Plot No. 100, Sector 12, Noida, Uttar Pradesh
Phone: +91 98100 00000
Email: info@ipmmedia.com

Regd. Office: Plot No. 100, Sector 12, Noida, Uttar Pradesh
Phone: +91 98100 00000

A handwritten signature in blue ink, appearing to read "Isha", is written over the circular stamp.



ZestMoney (Camden Town Technologies Pvt.Ltd)
 C-1001 & C-1002 First Floor, Indiranagar Office Block,
 1st Main, 10th Cross, Jayanagar 14th Block,
 Bangalore - 560074
 legal@zestmoney.in
www.zestmoney.in

2022-23

Private & Confidential14th December 2022

To,

SalKishna M

(7)

Subject: Internship Letter

Congratulations!

With reference to your application for an internship with us and the subsequent selection process, we are pleased to inform you that you have been selected as an Intern – Growth in the Growth Team.

The internship starts from 16th January 2023, and it will end on 16th July 2023.

During this period, you will be paid a consolidated stipend of Rs. 25,000 (Rupees Twenty Five Thousand Only) per month.

Your work location will be Bangalore.

Working days:

Normal working days are Monday through Friday. The company observes Sunday as a compulsory weekly off and Saturday as the other weekly off day.

Termination of training:

The training can be terminated with one-week notice or stipend in lieu of the notice period on either side.

The Company can terminate your internship without any notice period in case the training is terminated on grounds of

- I. Breach of confidentiality or IP related obligations
- II. Violation of law
- III. Gross Misconduct
- IV. A material breach of Company policy



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In such event, the Company will not be liable to make payment in lieu of notice period. In case the last day of your training falls on a non-working day, your last day shall be the immediate previous working day.

Documents required at the time of joining

At the time of joining, the following original certificates/documents along with one photocopy should be furnished. Original certificates/documents will be returned to you after verification.

- Identity Proof
- Local Contact Details
- Bank account details
- Cancelled Cheque/copy of the 1st page of passbook

In token of your acceptance of this Internship offer, please sign and return duplicate copy of this letter.

We welcome you to the ZestMoney family and hope you learn a lot here which will be helpful for you in your future career.

We look forward to a long and mutually rewarding association with you.

Yours sincerely,

For Camden Town Technologies Private Limited

Elizabeth Chapman



Director

Camden Town Technologies Pvt Ltd owns and operates an online technology platform for the purpose of providing a platform for persons to register for obtaining loans from financial institutions in India.

Trademark "Zest/ ZestMoney" and domain name www.zestmoney.in have been assigned to Camden Town Technologies Pvt Ltd through an assignment agreement.



Uma

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ZestMoney (Gamden Town Technologies Pvt.Ltd)
Ground & First Floor, Indusafe Celsius
Site No. 19 & 20, Koramangala 14 Block
Koramangala, Bengaluru, Karnataka 560034
legal@zestmoney.in
www.zestmoney.in

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same.

I am signing this letter as a token of my having accepted the internship offer and the terms and conditions set out in this letter.

I will join the internship on _____ (DD-MMM-YYYY).

Date:

Signature:



Date: 18th January 2023



Vishrut Pankaj Chokshi

702, Deepyoti CHS Ltd.
Kastur Park, Shimpoli Road,
Borivali West,
Mumbai - 400 092

Dear Mr. Vishruth Chokshi

With reference to your interview for internship with us, we are pleased to offer you the position of **R & D Intern/Trainee** in our Organization for **6 months** and terms and conditions offered by us and agreed by you during the interview. You have agreed to join us on **January 20th, 2023**.

This offer of appointment is based on the information provided by you in your bio-data and during the interview. Therefore, appointment offer is subject to the correctness and validity of information provided by you in your bio-data and interview.

Please bring following documents at the time of joining

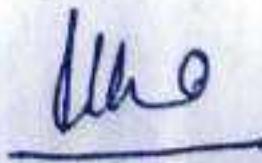
1. Original and one set of photocopies of all your certificates, testimonials and experience certificate/s
2. Two passport and two licard size photographs and blood group

Your formal appointment letter will be issued to you on receipt of above and at the time of joining.

Yours Faithfully,
For Edgelabs LLP


Nisha Rao
Sr. HR Executive







(32)

Internship Offer

To,

Niranjan Badhe,
 Flat no. 13, Anmol Heights,
 Karvenagar, Pune, Maharashtra - 411052.
 Mobile no. - +91-8237229154

Dear Niranjan,

With reference to the recent discussion, we had with you, we are pleased to offer you internship as "Intern" in our organization on the terms discussed. This role will provide you with the opportunity to work in a dynamic organization and evolve as a part of a creative team. We expect you to be ambitious, and to display a high level of enthusiasm and curiosity to learn new things.

Designation	Intern
Period of Internship	09-Jan-2023 to 30-June-2023
Stipend	INR 30,000/- per month

Your internship with the Company shall be terminable by either party giving the other one month's written notice. However, management can decide the notice period as the situation may deem fit. As an intern you will receive "temporary employment" status. Therefore, you will not be eligible for any benefits that the Company offers its employees.

During your employment, you may have access to trade secrets and confidential business information belonging to the Company. By accepting this offer of internship, you acknowledge that you must keep all this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your internship, you will immediately return to the Company all its property, equipment, and documents, including electronically stored information.



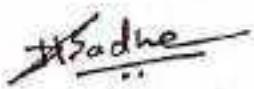
Undertaking

1. I, Niranjan Badhe, undertake that there are no claims of damages or legal actions of any nature against me for criminal activity, misappropriation of funds, undertaking dual profession, claims on loss or damages to company property, harassment of co-workers etc.
2. I, Niranjan Badhe, undertake that I have not been involved in drug abuse & have not been suffering problems with alcoholism, and that I do not suffer from any medical problems that may interfere with the performance of my duties.
3. I, Niranjan Badhe, confirm that any such history or information as above have been adequately declared to the company in writing prior to accepting this offer, and also that all information provided is correct to the best of my knowledge and understanding.

Candidate Name	Niranjan Badhe
Candidate Signature	
Date of Undertaking	31 December 2022



ACCEPTANCE

Espressif Systems (India) Pvt Ltd,	Niranjan Badhe
AAECE9031E Company Tax ID Number (PAN #)	ERCPB3134D Tax ID Number (PAN #)
 Suruchi Rahul Joshi Signature	 Niranjan Badhe Signature
Director Human Resources Designation	Intern Designation Offered
30-Dec-2022 Date of Offer	31 December 2022 Date of Acceptance

We are confident you will find this new opportunity challenging and rewarding. Please confirm your acceptance via a return email with a scanned copy of this signed letter on or before 31-Dec-2022. We look forward to having you onboard.



JP MORGAN CHASE & CO.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in Fortune's Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

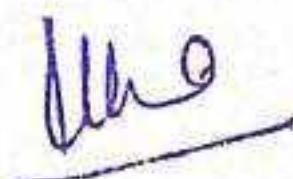
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.





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J.P.Morgan

24-Nov-2022

Anupriya Dasgupta

D-303, Lake Pleasant
Lake Homes, Phase-2, Powai
-400076
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Anupriya,

Your Internship by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your internship with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal internship terms outlined in Appendix A with general internship terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any JPMorgan Chase employee with regards to your internship arrangements.

A number of important policies will apply to your internship with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies (the "Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your internship terms should be treated with the strictest confidence. To accept this offer of internship, please click on the 'Accept' button at the bottom of this page on or before 28-Nov-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.



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Appendix A – PERSONAL INTERNSHIP TERMS AND CONDITIONS

A1. Title/Category

You will join us as an intern in the CIB Research & Analytics Program at JPMorgan Chase & Co., and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

A2. Internship Commencement Date

Your internship shall begin on 16-Jan-2023 ("Start Date") and shall continue, subject to the remaining terms of this agreement, until it terminates on 30-Jun-2023 ("End Date") without the need for notice, unless previously terminated by either party pursuant to paragraph 4 of Appendix B.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours

Your manager will assign you specific working hours, often during the Company's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

A4. Stipend

Your stipend will be INR60,000/- per month.

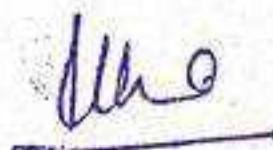
Relocation Lump Sum

You will receive an additional, one-time lump sum of INR85000("the Additional Sum") gross with your first stipend. This payment will be made to you in the first available payroll after you join the Company. You should be aware that this might be in the month of joining or the following month depending on your commencement date and when all necessary data is received. This is to assist with any relocation expenses you may incur prior to joining.

If you leave the internship or your internship is terminated for any reason, you must repay to the Company the Additional Sum on a pro-rated basis as set out below:

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason within three months of your date of commencement you must repay to the Company 100% of the gross amount of the Additional Sum.

If your internship period is longer than 3 months and you leave the internship or your internship is terminated for any reason more than three months but within twelve months of your date of commencement you must repay to the Company 50% of the gross amount of

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the Additional Sum

If your internship period is less than 3 months and you leave the internship or your internship is terminated for any reason before completion of your internship period you must repay the Company 100% of the gross amount of the Additional Sum.

A5. Probationary Period

Your internship will be subject to a probation period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year, pro-rated according to the duration of your employment in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You will not be entitled to join the Company's benefits programs, given the short length of your fixed-term contract.

A8. Retirement Scheme

You are not eligible for retirement benefits.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

APPENDIX B – GENERAL INTERNSHIP TERMS AND CONDITIONS



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B1. Internship

B1.1 Your internship is subject to:

- a) you being able to carry out your role in India while being able to be physically present in an JPMC office in Mumbai, India and obtaining and maintaining throughout your entire period of internship a valid work permit and such other permission, license or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.
- b) the completion of all pre-employment screening processes to the satisfaction of the Company, including obtaining education verification, background references and checks as sought and the execution of any other forms necessary for internship, etc.; and
- c) you being legally able to work with the Company. You undertake to disclose any internship or contractual post-internship restraints to which you are subject and which may, and will continue to, affect your internship with us and represent and warrant that:
 - ix. by entering into internship with the Company and performing the duties set out in this letter, you will not be in breach of any express or implied term of any internship or other agreement or arrangement to which you are party;
 - i. you have not taken or otherwise misappropriated and you do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers, or any third party providing services to your prior employer, or connected with or derived from your services to prior employers and you have returned to all prior employers any and all such confidential or proprietary information; and
 - ii. you are not subject to any other internship, including being subject to garden leave or any contractual post-internship restraints.

You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph B1.

- B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of internship with the Company, you will not, unless the Company decides otherwise, be able to commence internship with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.
- B1.3 You may be required to provide services for other members of the Group throughout your internship. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.



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M.M.G.

B1.4 You will not undertake outside employment or activities with or without remuneration, unless you have the prior written approval of senior management of the Company or its delegate. Outside activities may include (but are not limited to) activities as a director, officer, partner, sole proprietor, consultant or controlling stockholder of any business. If your request to undertake outside activity is not approved by management and you decide to engage in the activity, your internship may be terminated without any notice or compensation.

B2. Remuneration

B2.1 We will deposit your stipend (paragraph 4 of Appendix A) on or around the 30th of each month.

B2.2 You will be responsible for all tax liabilities world-wide arising out of payments pursuant to your internship with the Company.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

For this position, you won't be eligible for incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan or any other non-annual incentive compensation plan.

B4. Termination

B4.1 Your internship may be terminated as follows:

- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
- b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;



- ii) seriously breach the Code of Conduct and any other Company policies;
 - iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your internship terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix;
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your internship and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.



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B4.6 During any Notice Period:

- (a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- (b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

B5. Leave

B5.1 Annual Leave

- (a) You will be entitled to annual leave with full pay in every calendar year – please see paragraph 6 of Appendix A, pro-rated according to the duration of your employment. The Company will be entitled to determine when annual leave is taken, although as far as possible, arrangements will be made to suit your convenience. Annual leave entitlement for each calendar year must be taken in that calendar year and only in exceptional circumstances can annual leave (other than unused statutory entitlement, if any) be carried forward into the following calendar year. All annual leave days taken will be deducted first from the statutory entitlement accumulation.
- (b) After a notice of termination has been given pursuant to paragraph B4.1 of this Appendix, you will not be entitled to take any annual leave without the express consent of the Company provided after notice of termination has been given.
- (c) You must comply with the Company's 'consecutive days leave' policies.

B5.2 Sick Leave

Any sick leave entitlement will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time. More details are set out in the me@jpmc website, which will be accessible to you upon commencement of your employment.

B5.3 Suspension Leave

The Company has the right to suspend you from your work duties with full pay when it considers it necessary to investigate any allegation of misconduct or impropriety on your part. The Company can exercise this right at its sole discretion, acting in good faith.

B6. Confidentiality

A handwritten signature in blue ink, appearing to read "Mr. [Signature]".

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your internship with the Company and during your internship with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your internship) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your internship with the Company remains the exclusive property of the Company and whenever requested by the Company and/or Group and in any event upon the termination of your internship, you will promptly deliver to the Company and/or Group all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or Group or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your internship with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or Group. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or Group.

B8. Post internship Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or



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Mr. S

any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i. who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii. with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
 - iii. but does not include publicly known institutional clients which you serve subsequent to your internship with the Company without the use of confidential or proprietary information of the Company and the Group.
- d) "Relevant Date" means the date your internship with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- a) that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- b) that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and the Group, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- c) that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if



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the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your internship or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- d) that any benefit given or deemed to be given by you to the Group under the terms of this paragraph is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.
- e) that your internship with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- f) that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- g) that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or the Group which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- h) that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- i) in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.



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- B9. Code of Conduct and Staff Regulations and Affirmation
- B9.1 It is a condition of your continuing internship and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of internship and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your internship.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 Your total working hours (including break(s)) is 40 hours per working week during the tenure of your internship and you should attend office 5 days every working week. Your working hours may be revised at the discretion of the Company.

B11. Retirement Benefits

You are not eligible for retirement benefits.

B12. Contract Execution

- B12.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.



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- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B13. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai, Maharashtra courts in relation to any dispute arising in connection with your internship and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.



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JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and pre-clear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will



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comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict of interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf



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of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),
Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91-22 6125 0000



A handwritten signature in blue ink, appearing to read "M. H. G.", written over the circular stamp.

Date: 03rd January 2023

To,
Shivam Patel,
 SPIT, Mumbai.

(41)

Subject: Appointment letter for post of Sr. Executive – Marketing strategy & execution.

Dear Shivam Patel,

We are pleased to offer you, the position of Sr. Executive – Marketing strategy & execution with SEAMBooks (the 'Company') on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of 09th January 2023.

2. Job title

Your job title will be Sr. Executive – Marketing strategy & execution and you will report to Kunal Dani, Partner – Business & Marketing, SEAMBooks.

3. Remuneration

Your remuneration for the term of the project of 6 months internship until July 09th 2023 is per month INR 5,000/- (Five thousand). Post which there is a chance of PPO given your performance evaluation at the company for the above period. Other benefits are certificate, letter of recommendation & LinkedIn recommendation upon the successful completion of the internship period.

4. Type of work

You are required to work offline from office premise at SPTBI that does not interfere with the scope of work. Occasionally, you may however be required to visit for meetings and pitches, given the cordial availability.

5. Hours of Work

The normal working days are Monday through Friday. You will be required to work for 8 (eight) hours each day as necessary for the proper discharge of your duties to the company. The normal working hours are from 10am to 6pm and you are expected to work for 8 (eight) hours per day, including meetings or calls depending on your responsibilities and the project requirements from time to time.

6. Leave/Holidays

6.1 You are entitled for 2 sick leave each month. Beyond which the leave could be considered only upon raising a request in advance. Approval for which is strictly based on the severity of the leave and the project timelines.

6.2 You are entitled for study/preparation leave upon prior request and intimation to the company. This however shall not bear direct or indirect severe dependencies on the project functioning and completion.



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7. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your designation and any related additional duties as the company may call upon you to perform, if required. Your specific duties are set out in the job description and will be further structured in the due course after joining.

8. Company property

In the case of operating from the Company office, you will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

9. Termination

9.1 Your termination is bounded by the guidelines led by SPIT TPO across the 6 months internship period. Should you wish to terminate your project employment with the Company, with a genuine cause, by giving no less than 30 days' prior notice, it should also be ratified with the TPO head's approval of your college.

9.2 The Company reserves the right to terminate your project employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

9.3 On the termination or successful completion of your project employment, you will return to the Company all property, documents and paper, both original and hard – soft copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

10. Confidential Information

10.1 During your project employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or work part time to a competitor of the Company whatsoever, without the prior permission of the Company.

10.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

10.3 At no time, will you remove any Confidential Information from the office without permission.



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10.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your project employment with the Company.

10.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

10.6 You are entitled to sign a Non-Disclosure agreement ('NDA') upon your joining for the project.

11. Notices

Notices may be given by you to the Company at its registered office address and/or to the e-mail id of your mentor. Notices may be given by the Company to you at the address intimated by you in the official records and/or to the e-mail id provided by you.

12. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

13. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Mumbai Court, Maharashtra state only.

14. Acceptance of the offer

Please confirm your acceptance of this appointment letter of employment by e-signing and returning the duplicate copy.

I welcome you, and look forward to receiving your acceptance and to working with you.

Sincerely,



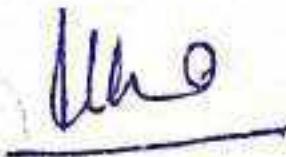
Kunal Dani,
Partner – Business & Marketing
SEAMBooks



Shivam Patel,
SPIT student



SEAMBooks, SPIT, Amravati West, Mumbai 400058



Baker Hughes

0508 GE Oil & Gas India Private Limited

SF No.608 Chettipalayam Road
Coimbatore – India
641001

(42)

January 10, 2023

Kaustubh Mhatre

Sardar Patel Institute of Technology
Dombivli, India

Dear Kaustubh:

Taking into consideration Baker Hughes' interest and commitment to the growth and development of students as future professionals, we are pleased to inform you that you have been selected to undertake an Internship with Baker Hughes for the role of Software Development Intern.

1. Department OR Product Line: You will undertake your internship in the IET - Bently Nevada function.
2. Period: The internship will start on Monday, January 16 2023 and would end on Friday, July 14 2023, internship period stated above. In case your internship is reduced or extended you will receive an amendment letter outlining the change. (The original internship period and the extended internship period together are referred to as 'the Internship Period').
3. Reward: You will be entitled to a Monthly of INR 40,000.00 for each internship month, less applicable taxes. If your internship is extended, you will continue receiving the same monthly allowance.
4. Guidelines: Below are the general guidelines pertaining to your internship.

Please go through the guidelines and send us a signed copy of your acceptance to the Internship agreement.

We wish you success during your internship. Please do not hesitate to contact us in case you require any further clarifications.

General Internship Guidelines

Purpose of the Internship Baker Hughes Internship provides an educational strategy whereby students complement their academic preparation with direct practical experience. Baker Hughes participation exhibits the company interest and commitment to the growth and developments of students as future professionals.

Eligibility:

To qualify for an Internship with Baker Hughes, students must be:

- Enrolled in a full-time degree program (students should be enrolled a minimum of 9 hours in each of the Fall and Spring semesters to be considered a full-time student; summer enrollment not required).
- Working towards a Bachelors or Master's degree from an accredited University
- In "excellent standing" with the University

Competencies:

In order to qualify for the Internship, students should be having strong communication (English is a must), technical writing and presentation skills, as well as solid problem-solving abilities and the desire to learn new



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CONTRACT OF EMPLOYMENT

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skills and gain new experience. Prospective Internship students should also be self-starting, goal-oriented team players who demonstrate leadership capabilities and understand practical business principles.

General Responsibilities of the Intern

1. Achieve the short-term and day-to-day goals, tasks and learning objectives assigned by the University and Baker Hughes Supervisor.
2. Follow all HSE operational practices and procedures successfully and effectively as per company policies, both during the remote working phase and physically in the office.
3. Manage time and resources effectively.
4. Solve problems, overcome obstacles, and make good decisions.
5. Work effectively on diverse teams.
6. Communicate effectively with all levels within the team and external business partners.
7. Demonstrate work-related knowledge effectively.
8. Utilize multiple sources of information effectively.
9. Exhibit a high level of initiative.
10. Maintain the confidentiality of any information designated by Baker Hughes as Confidential.

General Responsibilities of Baker Hughes

1. Encourage and support the learning aspect of the student's Internship assignment.
2. Designate an employee to serve as student advisor with responsibilities to help orient the student to the site and its culture, to assist in the development of the learning objectives, to confer regularly with the student and his/her faculty representative and to monitor the student's progress.
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging.
4. Make available equipment, supplies and space necessary for the student to perform his/her duties.
5. Provide guidance on a safe working standard both for remote work and in the office.
6. Will not displace regular workers with students secured through Internship referral.
7. Notify University/College personnel of any changes in the student's work status, schedule or performance.
8. Allow a faculty representative to visit the work area to confer with the student or the intern's manager, with prior arrangement.
9. Communicate Baker Hughes policies and standards to University/College personnel.

Hours of Work:

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Baker Hughes

CONTRACT OF EMPLOYMENT

Page 3 of 3

The Intern shall abide by the working hours followed in his/her area of work. Further details would be provided by the Direct Supervisor and HR Department upon joining the Internship.

Medical & Sickness:

Should the intern be absent from work due to sickness, he/she must inform the Supervisor immediately. A registered medical practitioner must certify periods of sick leave in excess of two days. Sick leave will be paid in accordance with Company policy.

Termination of the Internship:

Should Baker Hughes become dissatisfied with the performance of a student, Baker Hughes may request the termination of the Internship arrangement.

- In case the Intern was referred by a University, the termination should occur only after University/College personnel have been notified in advance and a satisfactory resolution cannot be obtained.
- In case the Intern is a walk-in candidate who directly applied to Baker Hughes, the Company may request the termination of the Internship arrangement by giving the candidate 2-day's notice.

Governing Law:

The provisions contained herein shall be construed and governed in accordance with the laws of India. The Courts at Pune shall have exclusive jurisdiction over matters contained herein.

Miscellaneous:

These terms and conditions constitute the entire agreement and understanding between the parties with respect to the Internship. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the terms and conditions shall not be construed as a waiver of any provision or right. If any particular provision of the terms and conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the terms and conditions which shall remain in full force and effect. In case of any conflict between applicable laws and terms and conditions contained herein, the applicable law shall prevail.

Yours sincerely,

Eyas Qantanani
Human Capital & Technology HR Leader - MENATI
Baker Hughes Company

Acknowledgement and Acceptance

This is to confirm that I have read the Internship guidelines and I am fully aware of my roles and responsibilities during the Internship.

Name:
Kaustubh Mhatre



Signed: Date:

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Ref. No.: Surmount/HR/Internship letter
01st December 2022

(43)

LETTER OF INTERNSHIP

Dear Hargobind,

We are delighted to provide you internship in BuildTrack group of Surmount as IoT Trainee Engineer for a duration of six months.

BuildTrack (www.buildtrack.in) is a brand of Surmount Energy and is India's No 1 solution provider in the IoT space. The company designs and develops Life Cycle Management technologies for homes, hospitality and healthcare segments. The company is also the Winner of various national and international awards on its products and devices for Energy Savings and Sustainable Development.

We are certain that you will enjoy working with us and help us build the next generation solutions for a "Better World."

Date of Commencement	: 10 January, 2023
Duration	: 10 January to 08 July 23
Stipend	: Rs 12,000 per month (Rupees Twelve thousand only)
Departments	: Operations Group
Locations	: Mumbai and Delhi

Yours Sincerely,
For Surmount Energy Solutions Pvt. Ltd.

Ashitha Pradeep
Sr. HR Executive



Hargobind Singh

Hargobind Singh

Shilpa Shetty - shilpashetty@fb.com
To Attach the Answer →

Hi Team,

Based on the discussion we had with the candidates, please find below the candidates you wish to evaluate over.

S No	Category	Name	Email Id	Gender
1	Intern	Mukundan Ravali	mukundan.ravali@fb.com	Male
2	Intern	Srinivasan Mukundan	srinivasan.mukundan@fb.com	Male
3	Intern	Yash Srivastava	yash.srivastava@fb.com	Male
4	Intern	Ayush Kharote	ayush.kharote@fb.com	Male
5	Intern	Sneha Marjan	sneha.marjan@fb.com	Female
6	Intern	Ruchi Mehta	ruchi.mehta@fb.com	Male
7	Intern	Karan Khan	karan.khan@fb.com	Male
8	Intern	Sumeet Duttibose	sumeet.duttibose@fb.com	Female
9	Intern	Dinkar Renn	dinkar.renn@fb.com	Male
10	Intern	Tanish Agarwal	tanish.agarwal@fb.com	Male
11	Intern	Kapilash Hemigam	kapilash.hemigam@fb.com	Female
12	Intern	Madhura Chidke	madhura.chidke@fb.com	Female
13	Intern	Ruchi Deepak Bawankar	ruchi.bawankar@fb.com	Female

S No	Category	Name	Email Id	Gender
1	Grad	Kazdabik Mihale	kazdabik.mihale@fb.com	Male
2	Grad	Yash Ravi	yash.ravi@fb.com	Male
3	Grad	Arjun Arvind Patilendra	arjun.arvind.patilendra@fb.com	Male
4	Grad	Shreyi Vora	shreyi.vora@fb.com	Female
5	Grad	Mukta Bongowansi	mukta.bongowansi@fb.com	Male
6	Grad	Pulkit Sushil Chaudhary	pulkit.chaudhary@fb.com	Male
7	Grad	Ranjan Venkateshwaran	ranjan.venkateshwaran@fb.com	Male
8	Grad	Anil Prakash	anil.prakash@fb.com	Female

Please confirm on the offer acceptance. These candidates will be expected to undergo a background verification process when we shall be announcing them in July 2023. Thanks for all your support in conducting the process today.

On Tue, Oct 18, 2022 at 3:01 PM Palanik palanik2020@outlook.com wrote:
Hi Team,

Greetings from Bhavesh!

Please share the below documents from the shortlisted students to initiate the Intern offer process. The Internship stipend is revised from 50K per month to 80K per month. The internship DOJ is 3-Jan-2023.

- Please fill the required details in this link - <https://forms.gle/WzGvDfhuQ40fLw6B>
- AC Form - Please fill and upload the scan or can do a Digital signature.

Name	Email ID
Siddhant Mehta	siddhantmehta612@gmail.com
Noor Yadav	noor.yadav1993@gmail.com
Shubham Godse	shubh1220@gmail.com
Pram Patel	pram Patel@gmail.com

Request you to send the soft copies as soon as possible.

Thanks,
Ritav Jadhav

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

Tue, Mar 9, 2024, 12:11 PM



India Campus SEP Recruitment - India campus recruitment@jpmchase.com
101 Campus Drive, Parsippany, New Jersey, United States, 07054

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We are very impressed by their select performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a formal offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of our employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to our firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	College
Akashika	Dixipar	akashika.dixipar@jpmchase.com	Karunya Institute of Technology
Anish	Tali	anish.tali@jpmchase.com	Karunya Institute of Technology
Gokul	Ramana	gokul.ramana@jpmchase.com	Karunya Institute of Technology
Ira	Bhavani	ira.bhavani@jpmchase.com	Karunya Institute of Technology
Archith	Gobbin	archith.gobbin@jpmchase.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney@jpmchase.com	Karunya Institute of Technology
Kiranika	Thilini	kiranika.thilini@jpmchase.com	Karunya Institute of Technology
Shashikiran	Patel	shashikiran.patel@jpmchase.com	Karunya Institute of Technology
Vedanth	Fajri	vedanth.fajri@jpmchase.com	Karunya Institute of Technology
Waldi	Reddywala	waldi.reddywala@gmail.com	Karunya Institute of Technology
Harshit Kaur		harshit.kaur@jpmchase.com	Karunya Institute of Technology
Nehaika	Thakur	nehika.thakur@jpmchase.com	Karunya Institute of Technology
Fifteen			

name	services	email@berkeley.edu	status or role information re: account
Ike	Money	computer2@berkeley.edu	Santa Fe Institute of Technology
Mary	Thaler	computer3@berkeley.edu	Santa Fe Institute of Technology
Markus	Neuro	computer4@berkeley.edu	Santa Fe Institute of Technology
Troyan	Ross	computer5@berkeley.edu	Santa Fe Institute of Technology
Will	Raghavan	computer6@berkeley.edu	Santa Fe Institute of Technology
Yannikoski		computer7@berkeley.edu	Santa Fe Institute of Technology
Markus	Thaler	computer8@berkeley.edu	Santa Fe Institute of Technology
Yannikoski	Lindita	computer9@berkeley.edu	Santa Fe Institute of Technology
Miller	Boogaloo	computer10@berkeley.edu	Santa Fe Institute of Technology
Loren	Dunai	loren11@berkeley.edu	Santa Fe Institute of Technology
Mark	Mark	mark12@berkeley.edu	Santa Fe Institute of Technology
Wolff	Akbar	wolff13@berkeley.edu	Santa Fe Institute of Technology
Praveen	Praveen	praveen.vishwanathan@berkeley.edu	Santa Fe Institute of Technology
Mason	Aviva	mason15@berkeley.edu	Santa Fe Institute of Technology
Adar	Chandran	adar16@berkeley.edu	Santa Fe Institute of Technology
Eric	Shrik	eric17@berkeley.edu	Santa Fe Institute of Technology
Yihui	Faloutsos	yihui18@berkeley.edu	Santa Fe Institute of Technology
Markus	Gert	gert19@berkeley.edu	Santa Fe Institute of Technology
Markus	Held	mh@berkeley.edu	Santa Fe Institute of Technology
Markus	Jan	jan21@berkeley.edu	Santa Fe Institute of Technology
Julian	Dehman	julian.dehman@berkeley.edu	Santa Fe Institute of Technology
Mark	Peri	mark25@berkeley.edu	Santa Fe Institute of Technology

Additionally, we would like to hear your reported information about this role:

Position	REP
Indicative joining month (your changes)	Jan-August
Fixed Pay	\$94,140,000 per annum
Does this role exist?	Yes

Quantphi Final Shortlist - SPIT - 2023 batch

External

Inbox

Pinned messages

Quantphi 2023



Career Virtuaverse <careervirtuaverse@quantphi.com>
To me, Janhavi, Chiragender, Nitin, Prakash, Pratik

Thu, Aug 25, 2022, 3:54 PM



Dear Saka Sir,

Congratulations to all the selected students (listed below), please do convey our wishes.

Please share with us the acceptance of these offers within 48 hours, so that we add those confirmations to our selection list.

We would also like to thank all the applicants for showing interest in the career opportunity with Quantphi and wish them all the best for their future endeavors.

Thanks to Saka sir, Janhavi and other student coordinators for being a great support throughout the process.

Quantphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshus	blessedsamjoshus1@gmail.com	9967573920	Business Analyst
Nidhi Amol Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst

Quantiphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshua	blessedsamjoshua1@gmail.com	9967573920	Business Analyst
Nidhi Amod Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst
Swapnil Mandavilli	swapnil190301@gmail.com	8433661435	Business Analyst
Aryan Mayur Dali	aryan.dali@gmail.com	9867667847	Business Analyst
Suraj Prakkash Nair	surajnair680@gmail.com	9004895851	Business Analyst
Sarvesha Rajendra Shinde	sarvesha.shinde1502@gmail.com	9869125798	Business Analyst
Shivani Dharamarajan Eranjikal	eranjikal.s@gmail.com	9833091012	Framework Engineer
Shruti Vishwanath Shetty	shruti.shetty@spit.ac.in	9324314921	Framework Engineer
Smriti Venkat Islur	smriti.islur@spit.ac.in	7058905453	Framework Engineer
Tirsha Asim Das	tirsha.das@spit.ac.in	9145495331	Framework Engineer
Dhananjay Avinash Salunke	dhananjay.salunke@spit.ac.in	8149038653	Framework Engineer
Shahid Mansoor Shaikh	shahidms1011@gmail.com	9321050595	Framework Engineer
Jayesh Vikas Bane	jayeshvbane@gmail.com	9967186971	Machine Learning
Devansh Vinit Palliyath	devansh302001@gmail.com	9326222740	Machine Learning
Sachin Premchand Bagoriya	sachin.bagoriya@spit.ac.in	9082142936	Machine Learning

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Internship Conversion Selects | SPIT [View](#) > [Next](#)

India Campus SEP Recruitment - recruitment@jpmchase.com
To: m...@jpmchase.com, k...@jpmchase.com
Hello,

Tue Aug 8 2023, 12:11 PM

We would like to thank you for your correspondence at 2023 And now Internship Program of JPMorgan Chase & Co. We were delighted to have hired our students and provide an exciting and meaningful internship experience.

We were fortunate to evaluate a talented pool of interns this year and the below interns truly stood out as exceptional. We were very impressed by their talent, performance and qualifications. Based on their performance during their internship evaluation, I am delighted to let you know that they will receive an written offer to join the Firm for the Software Engineer Program class of 2023.

In this position, they will have the opportunity to work with a talented, collaborative team who is committed to doing the best for their clients. They will be joining a firm that is committed to the continual growth of its employees through robust development programs. We look forward to their continued development and strive if they successfully complete the pre-employment screening and decide to join the Firm.

Name	Mail ID	Alternate Mail ID	College Name
Anubha Agarwal	anubha.agarwal@jpmchase.com	anubha.agarwal111@gmail.com	Sardar Patel Institute of Technology
Akansha Dose Motale	akansha.dose@jpmchase.com	akansha.dose123@gmail.com	Sardar Patel Institute of Technology
Chaitali Nareshka Malajya	chaitali.nareshka@jpmchase.com	chaitali123@gmail.com	Sardar Patel Institute of Technology
Mohit Suman Sabotra	mohit.suman@jpmchase.com	mohit.suman123@gmail.com	Sardar Patel Institute of Technology
Moushika Shinde Totmi	moushika.shinde@jpmchase.com	moushika.shinde123@gmail.com	Sardar Patel Institute of Technology
Maunika Abidur Joshi	maunika.abidur.joshi@jpmchase.com	maunika.abidur123@gmail.com	Sardar Patel Institute of Technology
Pushparaj Patil	pushparaj.patil@jpmchase.com	pushparaj1403@gmail.com	Sardar Patel Institute of Technology
Rajpal Renuka Patil	rajpal.renuka@jpmchase.com	rajpal.renuka123@gmail.com	Sardar Patel Institute of Technology
Rishabhali Swapna Waghmare	rishabhali.swapna@jpmchase.com	rishabhali.swapna123@gmail.com	Sardar Patel Institute of Technology
Sahil Nischalant Varrier	sahil.varrier@jpmchase.com	sahil.varrier123@gmail.com	Sardar Patel Institute of Technology
Shivani Raghav Chavhan	shivani.chavhan@jpmchase.com	shivani.chavhan123@gmail.com	Sardar Patel Institute of Technology
Vigyan	vigyan@jpmchase.com	vigyan123@gmail.com	Sardar Patel Institute of Technology

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302,121 144

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101 campus@jpmchase.com, P.O. Box 4000, New York, NY 10016, United States, USA

Home

We would like to thank you for your continued support to **JPMorgan Chase & Co.**

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We would like to express our highest regards to those selected, performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a formal offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of an employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the postemployment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	College
Akashika	Dipika	akashika.dipika.2144611@jpmchase.com	Karla Patel Institute of Technology
Anusha	Tanvi	anusha.tanvi.1999@jpmchase.com	Karla Patel Institute of Technology
Gokul	Ramya	gokul.ramya.2021@jpmchase.com	Karla Patel Institute of Technology
Ira	Savita	ira.savita.122@gmail.com	Karla Patel Institute of Technology
Archana	Gobhi	archana.gobhi.1999@jpmchase.com	Karla Patel Institute of Technology
Suraj	Sidharth	suraj.sidharth.2021@jpmchase.com	Karla Patel Institute of Technology
Kiranma	Thilini	kiranma.thilini.1999@jpmchase.com	Karla Patel Institute of Technology
Shakti	Pratik	shakti.pratik.1999@jpmchase.com	Karla Patel Institute of Technology
Vedant	Fajri	vedant.fajri.1999@jpmchase.com	Karla Patel Institute of Technology
Waldi	Rishabh	waldi.rishabh.1999@jpmchase.com	Karla Patel Institute of Technology
Mannat Kaur		mannat.kaur.1999@jpmchase.com	Karla Patel Institute of Technology
Neha	Thakur	nehtha.1999@jpmchase.com	Karla Patel Institute of Technology
Final			

IMPORTANT | JPMorgan Chase & Co. | SEP Full-time Class of 2023 | Code for Good Selects -SPIT

196,119 9,302 12,174

India Campus SEP Recruitment - India campus recruitment@jpmchse.com
101 Campus Recruitment, P.O. Box No. 400, Mumbai, Maharashtra, 400001

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As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for you and the below, selected, will move on to employment. We are very impressed by their select, performance and qualifications based on their performance during the Code for Good event. I am delighted to let you know that they will soon receive a memo offer to join the firm for the full-time Engineer Program Class of 2023.

In this position, they will have the opportunity to work with a mentor, rotate across four cities and be mentored by leading the box for their class. They will be joining others that are committed to the continued growth of our employees through robust training and development programs. We look forward to their continued learning and strive after accountability complete the pre-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	Institute
Akashika	Dipika	akashika.dipika23@gmail.com	Karunya Institute of Technology
Anitha	Tell	anitha.tell@gmail.com	Karunya Institute of Technology
Gokul	Ramya	gokul.ramya2020@gmail.com	Karunya Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karunya Institute of Technology
Archana	Gobita	archana.gobita@gmail.com	Karunya Institute of Technology
Zain	Sidney	zain.sidney12@gmail.com	Karunya Institute of Technology
Kiranma	Thilini	kiranma.thilini@gmail.com	Karunya Institute of Technology
Shalini	Prakash	shalini.prakash3@gmail.com	Karunya Institute of Technology
Vedanth	Fayu	vedanth.fayu12@gmail.com	Karunya Institute of Technology
Waldi	Bhagavani	waldi.bhagavani@gmail.com	Karunya Institute of Technology
Harini Kini		harini.kini12@gmail.com	Karunya Institute of Technology
Nehaika	Thilini	nehika.thilini12@gmail.com	Karunya Institute of Technology
Fifteen			

name	services	email@berkeley.edu	status or role within the organization
Ike	Money	computer24@gmail.com	Santa Fe Institute of Technology
Mary	Thaler	alexanderthaler@gmail.com	Santa Fe Institute of Technology
Manuel	Rehman	reham.mohamed.9@gmail.com	Santa Fe Institute of Technology
Tessera	Ross	rochelle.a201@gmail.com	Santa Fe Institute of Technology
Will	Raghavan	will@arxiv.org	Santa Fe Institute of Technology
Yannikoski		emilie@lcs.mit.edu	Santa Fe Institute of Technology
Monika	Thaler	christina.thaler@gmail.com	Santa Fe Institute of Technology
Emilia	Thaler	emilia.thaler@gmail.com	Santa Fe Institute of Technology
Miller	Bengioy	gautham.bengioy@fb.com	Santa Fe Institute of Technology
Loren	Duan	luoyi1115@gmail.com	Santa Fe Institute of Technology
Aurka	Haus	christoph.haus@fb.com	Santa Fe Institute of Technology
Dilek	Akyar	dilek@fb.com	Santa Fe Institute of Technology
Pascal	Quinonero	pascal.quinonero@fb.com	Santa Fe Institute of Technology
Mario	Avila	mario.avila@fb.com	Santa Fe Institute of Technology
Aditi	Chaudhuri	aditi.chaudhuri@fb.com	Santa Fe Institute of Technology
Eric	Shrikant	eric.shrikant@fb.com	Santa Fe Institute of Technology
Yihui	Faloutsos	yihsu.faloutsos@fb.com	Santa Fe Institute of Technology
Matthew	Gori	matthew.gori@fb.com	Santa Fe Institute of Technology
Mathilde	Hahn	mathilde.hahn@fb.com	Santa Fe Institute of Technology
Aswath	Lee	aswath.lee@fb.com	Santa Fe Institute of Technology
Julian	Dehaze	julian.dehaze@fb.com	Santa Fe Institute of Technology
Isaac	Perel	isaac.perel@gmail.com	Santa Fe Institute of Technology

Additionally, we would like to hear your reported information about this role:

Position	REP
Indicative joining month (your changes)	Jan-August
Fixed Pay	\$94,140,000 per annum
Desired Start Date	2024-10-01

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196,119 9,302,121 144

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Home

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In this position, they will have the opportunity to work with a mentor, rotate across three different business units, and contribute to the continued growth of our employee through robust training and development programs. We look forward to their continued learning and strive after accountability complete the post-employment screening and welcome you to the firm.

Candidate First Name	Candidate Last Name	Candidate Email Address	Major
Akashika	Dipika	akashika.dipika23@gmail.com	Karla Patel Institute of Technology
Anish	Tali	anish.tali19@gmail.com	Karla Patel Institute of Technology
Gokul	Ramya	gokul.ramya20@gmail.com	Karla Patel Institute of Technology
Ira	Harmeet	ira.harmeet12@gmail.com	Karla Patel Institute of Technology
Archana	Gobita	archana.gobita@gmail.com	Karla Patel Institute of Technology
Zain	Sidney	zain.sidney10@gmail.com	Karla Patel Institute of Technology
Kiranma	Thilini	kiranma.thilini@gmail.com	Karla Patel Institute of Technology
Shakti	Pratik	shakti.pratik19@gmail.com	Karla Patel Institute of Technology
Vedant	Fajri	vedant.fajri19@gmail.com	Karla Patel Institute of Technology
Waldi	Rishabh	waldi.rishabh@gmail.com	Karla Patel Institute of Technology
Harshit Kaur		harshit.kaur19@gmail.com	Karla Patel Institute of Technology
Neha	Thushar	nehathushar19@gmail.com	Karla Patel Institute of Technology
Fifteen			

name	services	email@berkeley.edu	status or role within the organization
Ike	Money	computer24@gmail.com	Santa Fe Institute of Technology
Mary	Thaler	alexanderthaler@gmail.com	Santa Fe Institute of Technology
Markus	Wolfram	markuswolfram@gmail.com	Santa Fe Institute of Technology
Tobias	Rapo	tothomasrao@gmail.com	Santa Fe Institute of Technology
Will	Rughmik	will@berkeley.edu	Santa Fe Institute of Technology
Yannick	Reiter	yyannickreiter@gmail.com	Santa Fe Institute of Technology
Michael	Huber	michaelhuber@berkeley.edu	Santa Fe Institute of Technology
James	Lindell	james.lindell@berkeley.edu	Santa Fe Institute of Technology
Miller	Bengio	bengio@cs.toronto.edu	Santa Fe Institute of Technology
Loren	Duan	luoyi1115@gmail.com	Santa Fe Institute of Technology
Aurka	Haus	aurka.haus@berkeley.edu	Santa Fe Institute of Technology
Dilek	Akyar	dilek@berkeley.edu	Santa Fe Institute of Technology
Peter	Bruckmann	peter.bruckmann@berkeley.edu	Santa Fe Institute of Technology
Mario	Acosta	mario.acosta@berkeley.edu	Santa Fe Institute of Technology
Julia	Chenchen	chenchen@berkeley.edu	Santa Fe Institute of Technology
Felix	Feldgeshofer	felix.feldgeshofer@gmail.com	Santa Fe Institute of Technology
Matthew	Goff	matthewgoff@berkeley.edu	Santa Fe Institute of Technology
Mathilde	Hahn	mathildehahn@gmail.com	Santa Fe Institute of Technology
Aswath	Lee	aswathlee@berkeley.edu	Santa Fe Institute of Technology
Julian	Dehman	julian.dehman@berkeley.edu	Santa Fe Institute of Technology
Eric	Han	erichan@berkeley.edu	Santa Fe Institute of Technology

Additionally, we would like to hear your reported information about this role:

Position	REP
Indicative joining month (your changes)	Jan-August
Fixed Pay	\$94,140,000 per annum
Does this role exist?	Yes

Jury, Appendix B2 consists of 12 randomly selected jurors.
In Illinois, each Plaintiff, Attorney, Defendant, Jury, and witness may have 10 challenges.
If you have any questions, please raise your hand.

We must like to assure you, the jury continues to represent the Village of Glen Ellyn.

As you may know, the selection process is randomly generated. We must therefore to eliminate a limited pool of candidates that you and the jury would truly stand and be energized. We will try, as much as possible, to have jurors from diverse backgrounds, based on their previous living here.

In this process, they will have the opportunity to meet with a diverse, collaborative team that is committed to doing the best for these four states. There will be 12 jurors, a foreperson, a committee to oversee growth of its capacity through recruitment and development processes. All four elements to the committee work together if they successfully complete the prequalification screening and decide to join the jury.

ID# Number	First Name	Last Name	Final Profile
0009529003	Ashley	Chavez	Banking
0009529008	Anastasi	Dagostino	Banking
0009529004	Alphonse	Espinot	Banking
0009519004	Audra	Brown	Banking
0009519000	Brendan	Dunn	Banking
0009529000	Candice	Auger	Banking
0009519004	Deborah	Giles	Banking
0009529000	Kandise	Irvine	Banking
0009519000	Kaylah	Jerry	Banking
0009529000	Markina	Kane	Banking
0009519007	Martina	Hahn	Banking
0009529000	Natalie	Gardner	Banking
0009519000	Pedro	Riley	Finance
0009519000	Reed	Barrett-Gilmore	Finance

Jury, Appendix B2 consists of 12 randomly selected jurors.
In Illinois, each Plaintiff, Attorney, Defendant, Jury, and witness may have one attorney present.

We must limit the number of jurors to accommodate space in the courtroom. (See Exhibit A.)

As you may know, the selection process is randomly generated. We must therefore limit the number of candidates that you and the jury pool have to view and to interrogate. We will try, as much as possible, to have jurors from diverse backgrounds, based on their performance during their service. That is, if you know that the below numbered candidate will exert a significant influence on the jury, you may request a sidebar to have the Court excuse that juror.

On this particular day, we will have the opportunity to speak with a limited number of jurors that is pre-determined to ensure fair treatment for both the four states. There will be enough time thereafter to conduct the remainder of the voir dire (through written questions and challenges) without the need for further sidebar discussions. All voir dire will be limited to the maximum length specified above. If the jury pool fails to complete the pre-voir dire questioning and decide to continue, the trial date will be rescheduled.

ID#	First Name	Last Name	Role
0009529001	Alex	Chavez	Banker
0009529002	Anastasi	Dagostino	Banker
0009529004	Alper	Espinic	Banker
0009529006	Asela	Hansen	Banker
0009529007	Brendan	Torre	Banker
0009529009	Claudio	Agresti	Banker
0009529004	Dimitris	Glossis	Banker
0009529005	Karen	Isak	Banker
0009529009	Kayli	Levy	Banker
0009529005	Markus	Santia	Banker
0009529007	Martina	Hahn	Banker
0009529009	Natalie	Garcia	Banker
0009529001	Pedro	Royer	Foreperson
0009529008	Reyka	Baroncelli-Gilmore	Foreperson



We must like to assure you, the jury continues to support its original decision.

As you may know, the selection process is extremely competitive. We must therefore to eliminate a limited pool of candidates that you and the injury victims truly stood out as exceptional. We have now, expressed by their final jury decisions and classifications, based on their performance during their service. They identified for you that the below mentioned candidate will receive a written offer to join the FBI in CJSBA, Modeling & Research role in our Analytics Section (2024).

In this position, they will have the opportunity to work with a diverse, collaborative team that is committed to making the best for both the local states. There will be focus on data that is connected to the continued growth of its capacity through refined training and development programs. All full members of the committee had a positive response to reviewing and decide to join the FBI.

Role	First Name	Last Name	Role Profile
0009529003	Abbie	Chavez	Banking
0009529008	Anastasia	Diazquez	Banking
0009529004	Alphonse	Espinic	Banking
0009519004	Audra	Hanson	Banking
0009519000	Brendan	Terry	Banking
0009529000	Claudio	Aguinaldo	Banking
0009519004	Daphne	Gibson	Banking
0009529000	Francesca	Miller	Banking
0009519000	Fiona	Jayce	Banking
0009529000	Franklin	Santana	Banking
0009519007	Heather	Hahn	Banking
0009529000	Julian	Garcia	Banking
0009519001	Kathleen	Riley	Forensics
0009519008	Katrina	Barber	Forensics

Final Selection - SPIT 2022

Jyoti Shetty jyoti.shetty@wipro.com
Wipro, Bengaluru, India

2000), No. 3, 2002, 丁敬評述

Dusty Air Edition

Mentioned below is the list of **SELECTED** candidates. Please block the following candidates for ISS Mumbai and they should not be allowed to appear for any other campus hiring. Kindly confirm on the same.

The assignment has been opened for students on the first day of action, about after 10:00 AM.

Thank you Right, Music Avenue, Michael Rubin, and Synthesis for contributing their great facilities.

Name	Final Decision
Super Luigi	Selected
Master Chiahua	Selected
Jonl Dene	Selected
Seth Craggs	Selected
Gauri Pothdar	Selected
Wynona Tugan	Selected
Uma Sankar Panchar	Dismissed

Thanks,
Jyoti



Sherry, Marisa [mailto:marisa.sherry@jpmorgan.com](#)
 10550 N. Merill Creek Blvd., Suite 5000, Denver, CO 80241

Hi Team,

We would like to thank you for your continued support of Morgan Chase & Co.

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for this letter and for below students truly identified by the highest. We were very impressed by their overall performance and qualifications. Thank you for their performance during their interview. I am delighted to let you know that the below mentioned candidates will receive a formal offer to join the firm in Corporate & Investment Development Program in Academic Year 2023.

In this position, they will have the opportunity to work with a talented, collaborative team that is committed to doing whatever it takes for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. We look forward to their continued leadership and strive for them to successfully complete the pre-employment activities and demands for the firm.

Roll Number	First Name	Last Name	Email ID	Country	Program
2022-06	Adams	Sophia	sophia.adams@jpmorgan.com	SPOT	CADP
2022-06	Bharat	Veronica	veronica.bharat@jpmorgan.com	SPOT	CADP
2022-06	Chatur	Kamalika	kamalika.chatur@jpmorgan.com	SPOT	CADP
2022-06	Dale	Fayal	fayal.dale@jpmorgan.com	SPOT	CADP
2022-06	Dermot	Ronald	ronald.dermot@jpmorgan.com	SPOT	CADP
2022-06	Haak	Paul	paul.haak@jpmorgan.com	SPOT	CADP
2022-06	Quinton	Mosha	mosha.quinton@jpmorgan.com	SPOT	CADP

ID#	First Name	Last Name	Email ID	Category	Program
2.022-06	Aldara	Santos	298749023861@smail.com	SPO	CADP
2.022-08	Brielle	Wentz	298749023862@gmail.com	SPO	CADP
2.022-09	Clinton	Klassen	298749023863@gmail.com	SPO	CADP
2.022-06	Clara	Ford	298749023864@gmail.com	SPO	CADP
2.022-08	Diamond	Kaiyah	298749023865@gmail.com	SPO	CADP
2.022-06	Mia	Ford	298749023866@gmail.com	SPO	CADP
2.022-08	Odeon	Shane	298749023867@gmail.com	SPO	CADP
2.022-09	Peyton	Haus	298749023868@gmail.com	SPO	CADP
2.022-06	Rae	Dakota	298749023869@gmail.com	SPO	CADP
2.022-08	Abigail	Chastity	298749023870@gmail.com	SPO	CADP
2.022-06	Wyatt	Skylar	298749023871@gmail.com	SPO	CADP
2.022-08	Zayn	Palmer	298749023872@gmail.com	SPO	CADP

Additionally, we would like to cover some important information about this city:

Total home pricing results	For 2023
Median	USD 11,000 per month
One-Time Education Allowance	USD 25,000



Sherry, Marisa marisa.sherry@wiley.com
 05547, 100 Main Street, Sudbury, MA 01776, United States

Hi Team,

We would like to thank you for your continued support of Morgan Chase & Co.

As you may know, the selection process is extremely competitive. We were fortunate to evaluate a limited pool of candidates for this letter and for below students truly identified by the highest. We were very impressed by their overall performance and qualifications. Thank you for their performance during their interview. I am delighted to let you know that the below mentioned candidates will receive a formal offer to join the firm in Corporate Asset Development Program in Academic Year 2023.

In this position, they will have the opportunity to work with a talented, collaborative team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through client training and development programs. We look forward to their continued leadership and strive for them to successfully complete the pre-employment activities and demands for the firm.

Roll Number	First Name	Last Name	Email ID	Design	Program
2022-06	Ashima	Singh	ashimasingh@gmail.com	SFTT	CADD
2022-06	Bharati	Venkatesh	bharativenkatesh@gmail.com	SFTT	CADD
2022-06	Chaitali	Kamdar	chaitali.kamdar@gmail.com	SFTT	CADD
2022-06	Esha	Puri	esha.puri2014@gmail.com	SFTT	CADD
2022-06	Denniel	Ritika	denniel.ritika2011@gmail.com	SFTT	CADD
2022-06	Madi	Puri	madi.puri2012@gmail.com	SFTT	CADD
2022-06	Prachi	Moudgil	prachi.moudgil@gmail.com	SFTT	CADD



cc: Dan

We would like to thank you for your continued support of Margin Class A Co.

As you may know, the selection process is extremely competitive. We were fortunate to interview a talented pool of candidates this year and the below individuals stood out as exceptional. We were very impressed by their talent, performance and qualifications. Based on their performance during their interview, I am delighted to let you know that the below selected candidates will receive a verbal offer to join the firm in Cypress' Winter Development Program as an Academic Trainee 2023.

In this position, they will have the opportunity to work with experienced, collaborative team that is committed to doing the best for their clients. They will be joining a firm that is committed to the continued growth of its employees through robust training and development programs. Our task for each of these candidates is to help them successfully complete the preceptorial training and accredit to join the firm.

Ref. Number (L100)	First Name:	Last Name:	Personal Email ID:	Design:	Program Name:
201810067	Adri	Bogert	adri.bogert@youthworks.ca	SPT	Risk & Compliance
201810077	Mylee	Kentie	mylee.kentie2021@gmail.com	SPT	Risk & Compliance
201811010	Natalia	Malina	natalia.malina11@gmail.com	SPT	Risk & Compliance
201911060	Tessa	Tessie	tessie.tessie1753@gmail.com	SPT	Risk & Compliance
201912040	Jada	Notman	jada.notman1@gmail.com	SPT	Risk & Compliance
201912052	Yedda	Yedda	yedda.yedda1@gmail.com	SPT	Risk & Compliance
201912079	Deidre	Kellogg	deidre.kellogg@gmail.com	SPT	Risk & Compliance

Additionally, we would like to cover some important information about this role:

1 Tentative starting month	1 Feb 2023
----------------------------	------------

BH : internship and final offers

[External](#)[Inbox](#)[Baker Hughes 2023](#)

Tue, Aug 9, 2022, 6:22PM

 **Jhamb, Ujala** <jhamb.ujala@bakerhughes.com>
to me, Gopi, Alwah, Kunjal, Amit -

We are pleased to announce that the following candidates have been selected for BH Internship

- 1) DHVANIK- Internship + full time
- 2) Keshav - Internship + fulltime
- 3) Varun- Internship
- 4) Prathamch - Internship
- 5) Yuvraj - Internship

Congratulations to the candidates , our UR team will send the formal email with details.

Regards
Ujala Jhamb

[Get Outlook for Android](#)



This message is being delivered.

Dear All,

Thanks for having us for the discussion!

PPT Final version for your reference, please confirm back after acceptance of the earliest:

S. Bechtolsheim + aman PPO

Mohammed Fouad Saeed

Sanjiv Gojain

Vikash Gudimla

 Megha Mehta /HR/CHLOEBARD/VASHI /megha.mehta@viasat.com.in
In EMA, Gurugram, Haryana, India

Dear All,

Thanks for having us for the placement.

PTB Final selects for job placement, please confirm their offer acceptance at the earliest:

1. Bhavita Patel + account PPOs

Wish you all the best!

Sanchit Gojain
Vandna Godambe

Final Selects - TransUnion - Campus Placement - Sardar Patel Mumbai

[Share](#)[Edit](#)[Timestamps](#)

Fri, Aug 18, 2022, 10:04 AM



DharmeshNunav, Divya <Divya.DharmeshNunav@transunion.com>
 Unnao, Uttar Pradesh, [View profile](#) [Edit profile](#) [Share](#)

18 items

We are happy to share the list of final selects & will keep in touch for the further process.

Serial No.	First Name	Middle Name	Last Name
1	Ninal	Suneh	Dhol
2	Hitesh	Ishant	Jain
3	Yogesh	Ishant	Kadale
4	Shivani	Mona	Goswami
5	Ankit		Gawade
6	Gaurav	Rajnikant	Panchal
7	Vidhal	Shankatal	Lohar

Thanks a lot for all the support provided during the entire event & looking forward for more engagements in the future.

Thank you & Regards,

Divya Matrix
 Senior Lead – Campus Acquisition
Divya.DharmeshNunav@transunion.com
 +91-911-8610000

Sat, Aug 6, 2022, 6:31PM



Vanessa Rodrigues <vanessa@versoninvest.com>
to Simla, me, Aditya ·

Hello,

We are very happy to share that we have extended offers to the following students. We thank you for all your support throughout the whole process.

First Name	Last Name	Email Address
Darshan	Somani	darshan.somani@spt.ac.in
Rohit	Desai	rohit.desai@spt.ac.in
Sanket	Nithaware	sanketnithi@gmail.com
Aamey	Pawararkar	aamey.pawararkar@spt.ac.in
Shweta	Ghoudhary	shweta.ghoudhary@spt.ac.in
Aayushi	Masurekar	aayushi.masurekar@spt.ac.in

Best,

Vanessa Rodrigues

Human Resources Manager



← X SPIT Final Select - 25th Aug.xlsx

	A	B	C	D	E	F
1	S. No.	Full Name	Gender(*)	Phone(*)	Email(*)	
2	1	Sudhanshu Narsude	Male	+91 7083475502	sudhanshu190102@gmail.com	
3	2	Ashish Jingar	Male	9284935156	jingarashish.57@gmail.com	
4	3	Rahul Tandel	Male	8850594394	rahulintandel@gmail.com	
5	4	Shubham Sawant	Male	8879415337	shubham27112001@gmail.com	
6	5	Ishika Raipure	Female	7448067657	ishikaraipure2001@gmail.com	
7	6	Parth Lende	Male	9637976818	parth.lende@spit.ac.in	
8	7	Nachiket Sankhe	Male	8237298562	nachiketsankhe10@gmail.com	
9						
10						
11						



← X SPIT Final Select - 25th Aug.xlsx

	A	B	C	D	E	F
1	S. No.	Full Name	Gender(*)	Phone(*)	Email(*)	
2	1	Sudhanshu Narsude	Male	+91 7083475502	sudhanshu190102@gmail.com	
3	2	Ashish Jingar	Male	9284935156	jingarashish.57@gmail.com	
4	3	Rahul Tandel	Male	8850594394	rahul.tandel@gmail.com	
5	4	Shubham Sawant	Male	8879415337	shubham27112001@gmail.com	
6	5	Ishika Raipure	Female	7448067657	ishikaraipure2001@gmail.com	
7	6	Parth Lende	Male	9637976818	parth.lende@spit.ac.in	
8	7	Nachiket Sankhe	Male	8237298562	nachiketsankhe10@gmail.com	
9						
10						
11						

Quantphi Final Shortlist - SPIT - 2023 batch

External

Inbox

Pinned messages

Quantphi 2023



Career Virtuverse <careervirtuverse@quantphi.com>
To me, Janhavi, Shreyas, Nitin, Prakash, Pratik

Thu, Aug 25, 2022, 3:54 PM



Dear Saka Sir,

Congratulations to all the selected students (listed below), please do convey our wishes.

Please share with us the acceptance of these offers within 48 hours, so that we add those confirmations to our selection list.

We would also like to thank all the applicants for showing interest in the career opportunity with Quantphi and wish them all the best for their future endeavors.

Thanks to Saka sir, Janhavi and other student coordinators for being a great support throughout the process.

Quantphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshi	blessedsamjoshi1@gmail.com	9967573920	Business Analyst
Nidhi Amol Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst

Quantiphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshua	blessedsamjoshua1@gmail.com	9967573920	Business Analyst
Nidhi Amod Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst
Swapnil Mandavilli	swapnil190301@gmail.com	8433661435	Business Analyst
Aryan Mayur Dali	aryan.dali@gmail.com	9867667847	Business Analyst
Suraj Prakkash Nair	surajnair680@gmail.com	9004895851	Business Analyst
Sarvesha Rajendra Shinde	sarvesha.shinde1502@gmail.com	9869125798	Business Analyst
Shivani Dharamarajan Eranjikal	eranjikal.s@gmail.com	9833091012	Framework Engineer
Shruti Vishwanath Shetty	shruti.shetty@spit.ac.in	9324314921	Framework Engineer
Smriti Venkat Islur	smriti.islur@spit.ac.in	7058905453	Framework Engineer
Tirsha Asim Das	tirsha.das@spit.ac.in	9145495331	Framework Engineer
Dhananjay Avinash Salunke	dhananjay.salunke@spit.ac.in	8149038653	Framework Engineer
Shahid Mansoor Shaikh	shahidms1011@gmail.com	9321050595	Framework Engineer
Jayesh Vikas Bane	jayeshvbane@gmail.com	9967186971	Machine Learning
Devansh Vinit Palliyath	devansh302001@gmail.com	9326222740	Machine Learning
Sachin Premchand Bagoriya	sachin.bagoriya@spit.ac.in	9082142936	Machine Learning



Strictly Private & Confidential

Devarat Sarker

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January 4, 2023

Dear Devarat,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 06, 2023 and ending on June 05, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



BNP PARIBAS

5. Confidentiality Obligations

5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

"Confidential Information" means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
- (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

6. Restrictions on Intern

6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates, however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days prior written notice or payment notice of 15 days notice to you.
- 7.2 You may terminate this Agreement by giving 15 days prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions

- 8.1 You acknowledge and agree that during your internship with BNPP:

- (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
- (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.

- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.

- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



A handwritten signature in blue ink, likely belonging to the representative of Shaheed Patel Institute of Technology.

1568



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world

11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your Internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college;
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence Internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd.

Imran PATEL
Director - Human Resources

Rupesh RAMACHANDRAN
Vice President - Human Resources

I have read and agree to the terms and conditions above:

Dated this day of 2023

.....
Devarat Suktel



BNP PARIBAS

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for a changing
world

Strictly Private & Confidential

Ganesh Chaudhari

January 4, 2023

Dear Ganesh

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas S.A. (India) Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 06, 2023** and ending on **June 05, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from **9:30 a.m. to 6:00 p.m.**, Monday to Friday (including half-an-hour lunch break). Your normal rest day will be **Sunday** (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual interests. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



BNP PARIBAS

5. Confidentiality Obligations

- 5.1 At any time during your internship with BNPP and after termination of your internship, you must not, without the prior written consent of BNPP, disclose or make use of any information (as defined below) relating or belonging to BNPP or any of its affiliates, customers or clients.

Confidential information means details of customers and their requirements, details of products and their terms of business, the prices charged to and terms of business with customers, plans and sales forecasts, financial information, results and forecasts (save to the extent that they are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of a company, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- Shall be and remain the property of BNPP or the relevant affiliate; and
- Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, know-how developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates. However, in the event that any such restrictions are held to be invalid, it would be valid if part of them were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



1119

7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a signed notice during the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions

- 8.1 You acknowledge and agree that during your internship with BNPP:
 - (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
 - (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.

- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.

- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up to date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



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11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede all prior written or oral agreement or understanding between you and BNPP in relation to the matter herein. You acknowledge and agree that you are not entering into this Agreement in reliance upon any representation, warranty or undertaking not expressly set out in this Agreement. No variation to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without notice on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college;
- You successfully complete background checks to the satisfaction of BNPP. In the event any individual is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd.

Rupesh RAMACHANDRAN
Vice President - Human Resources

Imran PATEL
Director - Human Resources

I have read and agree to the terms and conditions above.

Dated this 6 day of **June** 2023

Ganesh Chaudhary



Strictly Private & Confidential

Jalay Parwala

January 4, 2023

Dear Jalay,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ('BNPP') in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 06, 2023 and ending on June 05, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.





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Jalaj Porwal

January 4, 2023

Dear Jalaj,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with **IT Department of BNP Paribas India Solutions Pvt. Ltd. ("BNPP")** in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 06, 2023** and ending on **June 05, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future division or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional compensation for any internship duties you perform outside of the abovementioned core hours.



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world

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Jay Diswal

January 4, 2023.

Dear Jay,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 06, 2023 and ending on June 05, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



Confidentiality Obligations

- 1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

"Confidential information" means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:
- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
 - (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



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Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice or payment in lieu of 15 days' notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions**8.1** You acknowledge and agree that during your internship with BNPP:

- (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
- (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.

8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.**8.3** BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.**9. Data Privacy**

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



1. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college.
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent.
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd.

Imran PATEL
Director - Human Resources

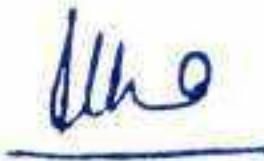


Rupesh RAMACHANDRAN
Vice President - Human Resources

I have read and agree to the terms and conditions above

Dated this _____ day of _____ 2023

Jay Oswal



CONFIDENTIAL

BNP Paribas India
Private Limited

INTERNSHIP AGREEMENT

January 06, 2023

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Vikash Pratap

Internship Letter / Agreement

We are pleased to offer you a position as a Student Intern with **IT Department of BNP Paribas India** ('BnPP') in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, the **affiliates** shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on **January 06, 2023** and ending on **June 05, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BnPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit in cash or in kind, from BnPP.

2.2 You may be permitted, at the discretion of BnPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BnPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BnPP may require from time to time. During the course of your internship with BnPP, you may be assigned to any current or future divisions or departments of BnPP or its affiliates. You may also be required to travel within India or overseas as BnPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 am to 6:00 pm, Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday or such other day specified at BnPP. Saturday will normally be a public holiday off unless an alternative contractual day off is scheduled. BnPP reserves the right to adjust the working hours at its discretion.

4.2 From time to time you may be required to perform non-internship duties up to 10 above-mentioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship activities performed outside of the above-mentioned core hours.



Mr. 9

BNP PARIBAS

1 Confidentiality obligations

1.1 All information (whether written or oral) received from BNP Paribas or any of its affiliates, or any other person, which is confidential and which you receive during the course of your internship at BNP Paribas, shall remain the property of BNP Paribas and shall not be disclosed to third parties without the prior written consent of BNP Paribas, unless otherwise agreed by BNP Paribas.

Confidential information means details of customers and their requirements, details of products and the terms of supply, the prices charged to and terms of business with customers, operating costs and sales forecasts, financial information results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of current business of employees and officers and of the remuneration and other benefits paid to them. Information relating to research activities, formulas and conduct lines, know-how, and information which you are told is confidential or any information which has been given to BNP Paribas or its affiliates in confidence by customers, suppliers or other persons.

1.2 All notes, memoranda, records, lists of customers and suppliers and employees, contracts, documents, computer and other electronic data storage, codes, designs and drawings, software, documents and material whatsoever, whether made or created by you or otherwise, relating to the business of BNP Paribas or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNP Paribas until relevant officials advise;
- (b) Shall be returned to BNP Paribas or the relevant affiliate on demand and in any event upon termination of your internship;
- (c) All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNP Paribas or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNP Paribas. This includes without limitation all research and research products, know-how, specifications, whatever form and systems developments.

6 Restrictions on Intern

6.1 During your internship with BNP Paribas and for a period of 6 months after the termination of your internship with BNP Paribas, you must not without the prior written consent of BNP Paribas directly or indirectly and whether in your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage or otherwise endeavour to entice away any employee or agent of BNP Paribas or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNP Paribas or any of its affiliates;
 - (b) canvass, solicit, contact or approach any BNP Paribas' or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNP Paribas during the periods of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents;
- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNP Paribas and its affiliates; however, in the event that any such restrictions are held to be不合理, would be valid if part of the whole, were reduced to the point of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



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BNP PARIBAS

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BNP PARIBAS

Strictly Private & Confidential

Rutik Dhere

January 12, 2023.

Dear Rutik,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt Ltd ("BNPP") in India on the terms and conditions set out below.

For the purpose of this Agreement, an "affiliate" shall include any subsidiary or entity controlled by BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months commencing on January 13, 2023 and ending on June 16, 2023. For the avoidance of doubt, the terms and conditions of this Agreement herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



John

BNP PARIBAS

5. Confidentiality Obligations

- 5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating to BNPP or any of its affiliates, or their customers or clients.

Confidential information: means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents (computer and other discs and tapes, data listings, codes, designs and drawings and other documents) and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- Shall be and remain the property of BNPP or the relevant affiliate, and
- Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- attempt to engage in, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates; or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- call, visit, solicit, contact, or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or with whom you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or those who had business dealings with any such clients, customers, suppliers or agents;

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates, however, if the restrictions are held to be valid but would be valid if part of their wording were deleted or the period of application reduced, if the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college.
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent.
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1, and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd.

Imran PATEL
Director - Human Resources

Shazia HASAN
Manager - Human Resources



I have read and agree to the terms and conditions above

Dated this _____ day of _____, 2023

A handwritten signature in black ink, appearing to read "Rutik Dhere", is written over a solid blue horizontal line.

Rutik Dhere

The bank
for a changing
world

BNP PARIBAS

Strictly Private & Confidential

Saleel Sawant

January 12, 2023

Dear Saleel,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 19, 2023** and ending on **June 16, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.





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Saieal Sawant

January 12, 2023

Dear Saieal,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 19, 2023** and ending on **June 16, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in **Mumbai** or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.





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Shashank Agarwal

January 12, 2023

Shashank

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Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with (T Department of ENR Paribas India Pvt. Ltd. ("BNPP")) under the terms and conditions set out in this Agreement.

For the purposes of this Agreement, "affiliate" shall mean any entity owned or controlled by BNPP or its Parent.

1. Period of Internship

The term of your internship will be for a period of 5 Months commencing on January 19, 2023 and ending on June 16, 2023. For the avoidance of doubt, the terms and conditions of internship set out in this Agreement commence on January 19, 2023 (the "start date") and continue until the end of your internship at BNPP.

2. Internship Allowance

(i) You will receive an internship allowance of INR 50,000 (subject to applicable deductions) per calendar month (generated for any incomplete month of the period of your internship) and agree that you will not receive any other payment from BNPP for such period.

(ii) You may be permitted, at the discretion of BNPP, to terminate your internship for your personal reasons for a period not exceeding 15 days. In such case, no deduction from your internship allowance will be made provided that you provide BNPP with 10 days' prior notice to BNPP for such absence. For the avoidance of doubt, the amount of your internship allowance will be reduced in respect of any leave taken.

3. Place of Internship

The place of internship will be the office of BNPP located at the address mentioned above, subject to any change from time to time (including, without limitation, any change in future division or department of BNPP). You will be required to travel within India or overseas as BNPP may require.

4. Hours of Internship

(i) Your core internship hours are from 9:30 am to 6:00 pm Monday through Friday, excluding half-days (such days). Your normal rest day will be Sunday (or any other day designated by BNPP), Saturday will normally be a contractor day ("off day") or intern can contract out day off is accepted, whereupon they get to adjust the remaining days available to them.

(ii) From time to time, you may be required to perform your internship duties outside the abovementioned core hours, subject to meet minimum targets and contractual structure. You acknowledge and agree that you will not be entitled to any payment for any time spent in performing outside of the above hours and/or overtime.



Shashank



BNP PARIBAS

Confluence of the three biological systems

Confidentiality obligations The parties shall keep secret all information received from the other party in confidence, unless such information is publicly known or becomes publicly known through no fault of the receiving party.

As noted, uncertainty in the limited literature and theory, and consideration of the different designs and designs, and other aspects, and materials, were used to further refine the design of the system, resulting in the final design.

- the enhanced efficiency of the quantum annealing algorithm for solving optimization problems.

all their species, including their probable adaptability to culture, and all information concerning their distribution, the uses of their leaves, stems, and flowers, and the properties of their fruits and seeds.

6. *Pre-Test/Post-Test on Testimony*

After the first two days of the meeting, the members of the Executive Committee voted to accept the resolution of the Conference.

and, if *Page* or other beneficiaries to whom money, funds, securities, or other property may be payable under the trust, do not consent to the transfer, the trustee may not make the transfer.

The current subject cannot approach any statutory or other authority which requires suspension of agent's registration if he has failed to file the statement of account for 5 months during the period of 12 months immediately preceding the date of termination of his agency or have made no declaration with respect to his accounts.

by the reader that the text contains nothing in itself which would indicate it pertains to the author or the historical events of 1861 and its aftermath. However, the reader does receive certain implicit facts and impressions as a result of the way in which the story is told, and these implications are based on the interpretation of the author's knowledge and his ability to relate what he knew to the reader.

4.3. The contract will set a reasonable time limit for performance and effect, and will specify the consequences of non-acceptance for any reasonable period.



7. Termination

- 7.1 BNP may terminate this Agreement by giving to you prior written notice of 30 days' notice to you.
- 7.2 You may terminate this Agreement by giving it 30 days prior written notice to BNP to resign. BNP may terminate your internship immediately by making a payment during the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement.

8. Other Conditions

8.1 You acknowledge and agree with the following terms:

- (a) You must not, directly or indirectly, disclose, communicate or divulge to any third party, in any manner, any confidential information of BNP directly or indirectly, and without prejudice to the above, you must not, in the course of your internship, or at any other point, be employed, externally or internally, or otherwise associated with any organization, whether with or without compensation, which would be in conflict with your obligations to BNP.
- (b) You must not, directly or indirectly, breach any of your obligations to BNP, if you become aware of any conflict of interest, conflict of interest, you must immediately disclose such conflict of interest to BNP.

8.2 You acknowledge and agree that the violation of the above will result in disciplinary obligations, including without limitation, the loss of your placement offer, termination from your professional placement, whether or wherever it may be.

8.3 BNP reserves the right to vary any terms and conditions of your internship from time to time in the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable codes, procedures and guidelines as issued and/or advised by BNP from time to time. Application of such policies, procedures and guidelines is at BNP's discretion, and BNP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

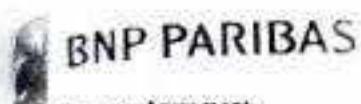
10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



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11 Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP and shall supersede any prior written or oral agreements or understandings between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or other statement not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12 Governing Law and Jurisdiction

This Agreement and all actions in respect hereof shall be governed by and construed in accordance with the laws of India and any disputes arising out of or in connection therewith shall be resolved in India and you shall submit to the exclusive jurisdiction of the Courts of India as provided in clause 1.

This offer is conditional upon your acceptance. It may be withdrawn or rescinded without liability on the part of BNPP should you fail to meet the following conditions:

- BNPP receives satisfactory references from your previous employer;
- You successfully complete background checks. The offer of BNPP, in the event any matter is identified pursuant to the background check which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 2 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us in or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd



Imran PATEL
Director - Human Resources

Shazia HASAN
Manager - Human Resources

I have read and agree to the terms and conditions above.

Dated this _____ day of _____ 2023

Shashank Agrawal

20/07/2023, 12:24

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Shubham Patel



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Strictly Private & Confidential

Shubham Patel

January 4, 2023

Dear Shubham,

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Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("BNPP") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 05, 2023 and ending on June 05, 2023. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of INR 50,000 (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from 9:00 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.

BNP PARIBAS INDIA SOLUTIONS PRIVATE LIMITED



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Tejas Kambli

January 4, 2023

Dear Tejas,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with **IT Department of BNP Paribas India Solutions Pvt. Ltd ('BNPP')** in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "affiliate" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **5 Months**, commencing on **January 06, 2023** and ending on **June 05, 2023**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

2.1 You will receive an internship allowance of **INR 50,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.

2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in Mumbai or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

4.1 Your core internship hours are from **9:30 a.m. to 6:00 p.m.**, Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.

4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional compensation for any internship duties you perform outside of the abovementioned core hours.

BNP PARIBAS INDIA SOLUTIONS PRIVATE LIMITED

BNP Paribas India Solutions Private Limited, Building No. 1, Sector 1, Noida - 201301, Uttar Pradesh, India
Regd. Office: Building No. 1, First Avenue, Sector 1, Noida - 201301, Uttar Pradesh, India
Toll Free Number: 1800 103 1000 | Email: info.bnppindia@bnpp.com



Page 1 of 1

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BNP PARIBAS**5. Confidentiality Obligations**

5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

Confidential Information means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
- (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

6. Restrictions on Intern

6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.



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Page 2 of 4



BNP PARIBAS

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7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice or payment in lieu of 15 days' notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions

- 8.1 You acknowledge and agree that during your internship with BNPP:

- (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere, and
- (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.

- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.

- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



Uma



BNP PARIBAS

Tejas Kamble

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11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts of India as mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college;
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd

Imran PATEL
Director - Human Resources

Rupesh RAMACHANDRAN
Vice President - Human Resources

I have read and agree to the terms and conditions above.

Dated this _____ day of _____ 2023.

Tejas Kamble



Page 4 of 4

BNP PARIBASSensitivity: **Private & Confidential****INTERNSHIP AGREEMENT**

January 4, 2023

Dear Varbhav,

Internship Letter (Agreement)

We are pleased to offer you placement as a Student Intern in the Department of Financials Pvt Ltd, BNP Paribas, Mumbai, India, and we welcome you to our organization.

The purposes of this Agreement are to define your responsibilities during your Internship at BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of 5 Months, commencing on January 04, 2023 and ending on June 05, 2023. For the avoidance of doubt, the terms and conditions set forth herein will be effective from the date you commence your internship with BNP Paribas.

2. Internship Allowance

(i) You will receive an Internship allowance of INR 50,000/- (excluding deductions) per calendar month (prorated for any incomplete month of internship). You acknowledge that under this Agreement, you will not receive any other benefit (cash or kind) from BNP Paribas.

(ii) You may be permitted, at the discretion of BNP Paribas, to be absent from your internship for urgent personal reasons for a period not exceeding 10 Working Days, and the Internship Allowance will be made provided you have obtained prior written permission from BNP Paribas for such absence. For the avoidance of doubt, deduction from your Internship Allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our office in Mumbai or such other location as the BNP Paribas may, require from time to time. During the course of your internship with BNP Paribas, you may be required to work in any current or future divisions or departments of BNP Paribas or its affiliates. You may also be required to travel within India or overseas as BNP Paribas may require from time to time.

4. Hours of Internship

(i) Your core internship hours are from 9:30 a.m. to 6:00 p.m. Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day designated as a rest day). Saturday will normally be a contractual day off unless an alternate contractual day is scheduled; BNP Paribas reserves the right to adjust the internship hours at its discretion.

(ii) From time to time, you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and our individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.



A handwritten signature in blue ink is placed over the circular stamp.

BNP PARIBAS

5. Confidentiality Obligations

- 5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating to or belonging to BNPP or any of its affiliates or their customers or clients.

Confidential information means details of customers and their requirements; details of suppliers and their terms of business; the prices charged to and terms of business with customers; marketing plans and sales forecasts; financial information, security and forecasts (save to the extent that these are included in published audited accounts); any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed variation of or contract of any services; details of employees and officers and of the remuneration and other benefits paid to them; information relating to research activities, formulae and products; know how; any information which you are told is confidential and any information which has been given to you or one of its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material, whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) shall be and remain the property of BNPP or the relevant affiliate and;
- (b) shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any patent or right relating thereto to BNPP. This includes without limitation all research and research products, 'know-how' developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with, or on behalf of any other person:

- (a) solicit, engage or otherwise endeavor to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, if the event that any such restrictions are held to be void but would be valid if part of the existing were deleted, the part so application reduced in the going April 4 scope narrowed such restriction shall apply and its modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6.1 shall remain in force until terminated, or earlier, by this Agreement for any reason whatever.



effect and to the term(s) of this

7. Termination

- 7.1 **Entertainment** You may terminate this Agreement by giving 30 days prior written notice to BNP. In the event of your resignation, BNP may terminate you without immediate notice making a payment instead of remunerating you for resigning.
- 7.2 You may terminate this Agreement by giving 15 days prior written notice to BNP. In the event of your resignation, BNP may terminate you without immediate notice making a payment instead of remunerating you for resigning.
- 7.3 Nothing in this Agreement (and otherwise) limits either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions:

- 8.1 You acknowledge and agree (including your continuing with BNP):
- (i) You must not seek with the prior written consent of BNP's directors or employees, and whether in your own behalf or in conjunction with or on behalf of any other person, to employ, engage, concern or interested in any other business or occupation, whether within India or elsewhere, and
 - (ii) You must not act in conflict with BNP's best interests, or your obligations to BNP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNP.
- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.
- 8.3 BNP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNP from time to time. Application of such policies, procedures and guidelines is at BNP's discretion, and BNP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up to date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNP and any of its affiliates holding and processing the data of interns in relation to you in the course of your internship, for the purpose of BNP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures. Under this chapter, storage and processing of such data is and will be limited.

Please refer to BNP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

10.1 One off: You in party to this Agreement have no rights against any other party.



A handwritten signature in blue ink, appearing to read "Vivek", is placed over the stamp.



BNP PARIBAS

The bank
for a changing
world

11 Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the subject matter herein. You acknowledge and agree that you are not entering into this Agreement in reliance upon any representation, warranty, or undertaking not expressly set out in this Agreement. No variation to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12 Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and the parties submit to the exclusive jurisdiction of the courts of India at the place mentioned in clause 3.

This offer is conditional upon the following terms and may be withdrawn or rescinded without notice if any of the part of BNPP should fail or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college.
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent.
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before the commencement date mentioned in clause 1, and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd

Imran PATEL
Director - Human Resources

Rupesh RAMACHANDRAN
Vice President - Human Resources

I have read and agree to the terms and conditions above.

Dated this _____ day of _____ 2023

Vaibhav Kamble



Uma



COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office:
8th Floor, Tower B, Gate No 5,
Prabhadevi, Sakinaka Road,
Mumbai, Mumbai - 400072.
Tel. (91 22) 61783001
Fax (91 22) 61783010
www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

2-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

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Ms. Parmita Tewari

Dear Ms. Tewari,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 03-Jul-23 to 29-Dec-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at: aditya.krishna@colpal.com for any queries that you may have.

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (In Formal Attire)
- Aadhar Card
- Pan card
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR





COLGATE GLOBAL BUSINESS SERVICES PRIVATE LIMITED

Regd. Office
8th Floor, Tower B, Gale No.5,
Prima Bay, Saki Vihar Road,
Pawna, Mumbai - 400072
Tel : (91 22) 61783001
Fax : (91 22) 61783010
www.colgate.com
CIN-U72900MH2013PTC239521
GST - 27AAFCC1280J1Z0

2-Nov-22

Subject - Internship Letter - Sardar Patel Institute Of Technology

Mr. Vyankatesh Badriprasad Wable

Dear Mr. Wable,

This is to congratulate you for being selected for an internship with Colgate Global Business Services Private Limited (CGBS), following your application and subsequent interview with us. Your internship is scheduled from 03-Jul-23 to 29-Dec-23.

The internship at CGBS is an excellent learning opportunity, where we provide an invigorating environment, which will enable you to learn as well as enjoy your assignment with us.

Details and scope of your project will be provided to you at the time of your joining the Company. Upon successful completion of your internship period, you will be issued a certificate by the Company. You will be required to submit a copy of the detailed project report before the completion of the internship.

Your training period with Company may entail dealing with important and sensitive information, records and such other matters. You will, therefore, be required to sign the 'Code of Conduct' and 'Confidentiality Agreement' of the Company on the first day of your internship.

You will be paid an all-inclusive monthly stipend of ₹20000/- per month.

The details for your reporting will be communicated by your Business HR Mr. Aditya Krishna. Please feel free to reach him at, aditya_krishna@colpal.com for any queries that you may have..

Kindly also provide us a scan copy of the following documents.

- Latest Final Mark sheet
- One passport size photograph (in Formal Attire)
- Aadhar Card
- Pancard
- Cancelled Cheque

Once again, welcome to Colgate and best wishes for a truly enriching internship experience!!

For Colgate Global Business Services Private Limited

Prafulla Bargaje
Director HR



Date: 05-01-2023

Letter Reference: Contract / IS-01-2023 / Ref No. CAND_160361

Onkar Ingle,

AMORI1728,
 AMORI1729,
 Mumbai,
 MAHARASHTRA 400068;

Dear Onkar,

Internship

We thank you for your interest to associate with our organisation as an intern for a short period, pending completion of your management education.

We are delighted to offer you internship with our organisation and welcome you to the CRISIL family. You will undergo internship with CRISIL Limited (Company).

The particulars of your internship are given in the attached Annexure I. Your internship will be governed by the terms and conditions set out in the attached Annexure II (T&C).

Please go through each of these and return a copy of this letter to us signed by you (together with the T&C duly initialed) as a token of your acceptance, within 2 working days of your receipt.

Yours faithfully,
 For CRISIL Limited

Anupam Kaura

President – Human Resources

End.. Annexure I and II.

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my internship with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

Onkar Ingle

Signature: _____

Date of Signature: _____



CRISIL Limited

Corporate Identity Number: L67120MH1987PL0042363

Annexure I

Particulars of Internship - attached to letter reference / CAND_160361 / dated: 05-01-2023 issued to

Name of the Intern: Omkar Ingle

Particulars	
Department:	Corporate Technology Development
Location:	Mumbai Crisis House, Mumbai, Maharashtra, India, (India)
Internship Start Date:	11-01-2023
Internship End Date:	10-07-2023
Monthly Stipend (INR)*:	15000 per month
Leave:	02 Days per month.*

* Prorated if for part of a month or other relevant period.

Employer's Signature:



Intern's Signature:

A handwritten signature in blue ink, appearing to read "Omkar Ingle".

CRISIL Limited
Corporate Identity Number: L67120MH1967PLC042363

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 078. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

An Ernst & Young Global Company

Letter Reference: Contract 74-42-2020-R-001-0001

Annexure II

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In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized font where defined and capitalized where used. Unless opposed to the context, such terms will have the meaning given to them in these T&C. Some such terms are:

Affiliate means a company that controls, is controlled by or is under a common control with, the Company. "Control" means the ability of an entity to direct the affairs of another entity, whether by ownership of stock or otherwise.

Agreement means, collectively: (a) these T&C, (b) the annexes and schedules expressly stated to be forming part of your Internship Terms and Conditions, (c) the Codes and Policies, (d) any amendment issued to you in writing by the Company which expressly amends the terms and conditions or other particulars of your interaction with the Company.

Codes and Policies are defined in document 10 below.

the Company's obligations under the terms of the Indenture, the Company will make available to the holders of the Notes all such documents, information or evidence as may be requested by the holders of the Notes.

— Under bond virus, electronic contract including these T&C is issued.

More such letters are defined below 3-4 in the Annexure. Where the cardinal requires (A) a reference to one gender includes a reference to the other genders; (B) a reference to one includes a reference to its plural and vice versa; (C) reference to a law, regulation, or order includes the H (repeal), replacement or re-enactment). Annexure or schedules to the cardinal TSC refer to those attached to them TSC.

11.1 - Your Brain's Body

- i. You will undergo internship with the Company for the period stated in Annexure I. You understand this is not an employment. You do not have rights or benefits that are available only to employees of the Company. This internship does not oblige the Company to offer you employment with the Company on the completion of your internship.
 - ii. You will apply yourself diligently to the internship and devote your whole time and attention to it. You will not undertake any other business, work or activity, whether or not for consideration which, as determined by the Company in its sole discretion, may: (a) interfere with the Company's business or your responsibilities towards the Company; or (b) damage the Company's interests.

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1. You will follow the approved business hours applicable at the relevant time to the establishment or office to which you are attached.
The Company may from time to time by a written notice to you transfer, assign or otherwise, your interests to any Affiliate, successor or licensee, its clients or
counterparties, or to any person or entity to whom the Company may transfer any part of its business.
During the period of attachment you will be liable for travel as specified in Article 16. You may travel at such times with necessary expenses.

Medical Fitness

If you are not frequently fit to undergo membership, the Company may not continue your membership. You will know the Company in writing its reason as you become aware that the condition of your health may impair your ability to effectively undergo membership. If the Company asks you to undergo medical examination(s) will be tested by a medical practitioner of the Company's choice. You authorize the Company to keep copies of the medical reports and test results provided by any



CET-SEI Lec 10

Registered Office: CII-SU Plaza, Central Avenue, Mahatma Gandhi Business Park, Parel, Mumbai - 400 012. Phone: +91 22 3242 3002 | Fax: +91 22 3381 3001
Web: www.cii.org.in

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such medical practitioner and use them as the Company, acting reasonably, deems necessary.

4. Verification Checks

- i. The Company has agreed to engage you as an intern on the basis of your particulars and credentials. You, (a) give your consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your internship and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials.
- ii. If it turns out that any of your particulars or credentials is not valid, the Company may: (a) consider your Internship void since its beginning; (b) forthwith terminate your Internship; unless (c) take such other lawful action as it may consider necessary. Despite the foregoing, the Company shall continue to have rights analogous to those set out in paragraphs 6 and 7.5 and the provisions of paragraphs 8 and 9 shall operate in your undertaking in the Company's favour.

5. Stipend

- i. The Company agrees to pay you the stipend stated in Annexure I (Stipend). The Company may by a written notice to you revise your Stipend.
- ii. Your Stipend includes any amounts or components that Relevant Law requires the Company to pay you (Statutory Payments). From time to time, the Company may change any individual components of your Stipend or its structure to include any required Statutory Payments, such that after the change the total cost incurred by the Company on account of your Stipend remains unaltered.
- iii. When paying Stipend to you and where relevant at the time of settling your dues upon your ceasing to be an intern, the Company may, in addition to deductions specified elsewhere in the Agreement, deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) deductions required under Relevant Law; and (ii) amounts that you owe the Company. If the Stipend payable to you is not sufficient to cover the aggregate of all such deductions, you are liable to pay the Company the whole of the shortfall.
- iv. If Relevant Law requires the Company to deduct income tax or statutory taxes or contributions from the Stipend payable to you, the Company will comply with such requirement and pay you the balance Stipend. Other than for such deduction of tax, you are solely responsible to account for your Stipend and comply with all applicable tax laws in respect of your Stipend.

6. Company's Property and Facilities

- i. In the course of your Internship, the Company may at its discretion:
 - a. provide you with or give access to, property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Company or third parties it deals with (together Property); and
 - b. extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Company or third parties it deals with (together Facilities).
- ii. You will use such Property or Facility only during the term of your Internship and for no purpose other than as necessary for your Internship or as the Company expressly permits you in writing (in each case as an exception). The Company may at any time withdraw or terminate your access to or use of any Property or Facility.
- iii. If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Stipend the costs of repairing or replacing such Property or Facility (and you authorise such deduction).

7. Term and Termination

- i. Your Internship with the Company will be for the fixed period stated in Annexure I unless:
 - (a) extended by the Company by a written notification to you; or
 - (b) terminated in accordance with this Agreement.
- ii. You may terminate your Internship for no cause by giving the Company a prior written notice of at least 15 days. The Company may terminate your Internship for no cause by giving you a prior written notice of at least 7 days to the other (or payment of proportionate Stipend in lieu of any shortfall in the notice).
- iii. In addition to any other rights or remedy available to the Company, the Company may suspend your Internship if the Company thinks there are reasonable grounds to do so. These may include, without limitation, the Company having reason to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- iv. The Company may take an appropriate disciplinary action against you if you have breached Relevant Law, Company Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you. The disciplinary action may include penalty, reduction/forfeiture of bonus, impact on promotion, depending on the severity of the violation and seniority of individual involved and/or recovery, in a legal manner, of any loss suffered by the Company due to violation of any Relevant Law, Company Code or Policy. The imposition of penalty or other disciplinary actions does not preclude competent authorities from taking direct action against you. The Company may summarily terminate your Internship forthwith without notice or payment in lieu of notice or incurring liability, if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality, and information security); (b) breach Relevant Law in the course of your Internship. You understand this is in addition to any other remedy the Company may have.
- v. Promptly on the Company's request and in any case before the end of your Internship, you shall return, handover or give effective control to the Company of:
 - (i) all Property and Facilities; and
 - (ii) copies of Confidential Information, in each case, we have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control.

8. Confidentiality

- i. You acknowledge that in the course of your Internship you will have access to Confidential Information. As between you and the Company, the Confidential



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Information belongs to the Company. You got no rights in any part of the Confidential Information and may only use it to the limited extent permitted by this Agreement. With respect to such Confidential Information, you agree:

- a. to keep it confidential and, not without the express prior written consent of the Company, use it for any purpose other than the performance of your Agreement or as permitted by this paragraph 8;
- b. to take all reasonable steps to protect its confidentiality and, to the extent within your authority or control, prevent unauthorized access or sharing of any such Confidential Information;
- c. not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another intern of the Company) whose knowledge of such Confidential Information is not necessary for the performance of your internship under this Agreement;
- d. not to remove from the Company premises or directly or indirectly copy or allow others to copy to any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of legitimate needs in the course of your duties as permitted by this paragraph 8.

ii. If law or regulation requires you to disclose any Confidential Information, you will notify the Company promptly upon your becoming aware of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligations of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the due date for your complying with the requirement.

iii. **Confidential Information** means information in any form belonging, pertaining or relating to the Company, its Affiliates, suppliers, clients or partners that any of these deal with, which is disclosed to you or which you have access to in the course of your internship, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligations. Information includes, without limitation, information of any kind (whether financial, business, technical or otherwise), processes, images, databases, methods, Company records, customer lists, pricing policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company and/or its Affiliates and any of their clients, suppliers, interns or other parties they deal with.

iv. The provisions of this paragraph 8 continue to be in force even if you cease to be associated with the Company.

9. Intellectual Property Rights

- i. In the course of your internship you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you: (a) will promptly make complete written disclosure of such Intellectual Property to the Company; and (b) acknowledge that all such Intellectual Property shall be deemed "commissioned work" and in any case belong exclusively to the Company or its nominees;
- ii. At the Company's request (and expense) from time to time (whether during or after the term of your internship with the Company), you will do all things necessary to ensure that all rights in the Intellectual Property rest exclusively in the Company. These include, without limitation: (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and/or its nominees to make applications for registration of such Intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to protect or enforce the Company's rights in the Intellectual Property (and you acknowledge that the Company will be exclusively entitled to retain the benefit of any such enforcement action);
- iii. The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph 9 survive any expiry or termination of this Agreement or cessation of your internship;
- iv. The Stipend set out in this Agreement includes the fair consideration for the rights in favour of the Company set out in this paragraph 9. Without limitation, there are no royalties or any other payments that are payable by the Company to you in relation to the rights set out in this paragraph 9;
- v. You shall not do anything with respect to the Intellectual Property that is inconsistent with this paragraph 9 or otherwise take advantage of the legal possibility of striking a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property, you waive all such rights to the fullest extent permitted by law. Where law does not permit such waiver, you undertake not to exercise your moral rights in a manner that is inconsistent with the vesting of the rights in Intellectual Property in the Company;
- vi. In this paragraph 9, **Intellectual Property** means all intellectual property created, made or discovered in the course of your internship by you whether individually or otherwise and includes, without limitation, all inventions, copyrightable works, improvements, developments, discoveries, proprietary material, information, goodwill, brands, trademarks, logos, know-how, processes, customer relations and franchise designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit you to waive moral rights) whether or not possible to be registered or patented and whether or not such rights in such intellectual property are recognized under law at the time of their creation, making or discovery.

10. Codes and Policies

- i. You understand that the Company is committed to complying with Relevant Law and conducting its business with the highest levels of ethics and probity. In the course of your internship, you shall not do anything that violates any Relevant Law. It is your duty to ensure that you understand the Relevant Law applicable to the tasks you perform during your internship and seek the assistance of, as relevant, your manager, your human resource team contact or the Company's legal counsel in this regard;
- ii. You shall comply with all codes of conduct and business ethics, rules and regulations of the Company (together, **Codes**) and the policies of the Company, including those relating to the terms and conditions of your employment with the Company including but not limited to the personal trading policy (together, **Policies**), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmations from you as to your acceptance of any Codes and Policies via the Company's online system or otherwise, you will be bound by them whether or not you have communicated such acceptance;
- iii. The Company may from time to time change any part of the Agreement, including any Codes and Policies. You will be suitably notified of any such changes. You expressly consent to the Company making any such change and agree to be bound by it;
- iv. You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not in the course of internship does not in any way cause harm to the Company's reputation or impair its independence in the conduct of its business.

11. Declarations

The Company may from time to time ask you for declarations, confirmations or undertakings as relevant including those relating to confidentiality, secrecy, etc.

CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363



[Signature]

Investments, etc. (such a Declaration). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the more stringent of the two (in favour of the Company) shall prevail.

12. Privacy and Personal Information

You consent to the Company obtaining, collecting, retaining, storing, accessing and using your personal information as well as any sensitive personal information, including those set out in Annexure I, for all purposes relevant for your membership with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leaves of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations, and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient. You understand that any such information will be stored, processed and used according to the Company's Policy on privacy as applicable from time to time.

I hereby agree, confirm and accept the T & C contained therein and agree to be bound fully by such T&C.

Signature _____



Date: 05-01-2023

Letter Reference: Contract / ES-01-2023 / Ref No: CAND- 100407

Prashant Govda

CXUPG2500U
 CXUPG2800U
 Mumbai
 MAHARASHTRA, 401105

Dear Prashant,

Internship

We thank you for your interest to associate with our organisation as an intern for a short period, pending completion of your management education.

We are delighted to offer you internship with our organisation and welcome you to the CRISIL family. You will undergo internship with CRISIL Limited (Company).

The particulars of your internship are given in the attached Annexure I. Your internship will be governed by the terms and conditions set out in the attached Annexure II (T&C).

Please go through each of these and return a copy of this letter to us signed by you (together with the T&C duly initialed) as a token of your acceptance, within 2 working days of your receipt.

Yours faithfully,
 For CRISIL Limited

Anupam Kaura

President – Human Resources

End: Annexure I and II.

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my internship with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

Prashant Govda

Signature _____

Date of Signature _____



CRISIL Limited
 Corporate Identity Number: LB7120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Annexure I

Particulars of Internship - attached to letter reference / CAND_160407 / dated: 05-01-2023 issued to:

Name of the Intern: Prashant Gawde

Particulars	
Department	Corporate Technology Development
Location	Mumbai Civil House, Mumbai, Maharashtra, India, (India)
Internship Start Date	11-01-2023
Internship End Date	10-07-2023
Monthly Stipend (INR)*	15000 per month
Leave	82 Days per month.*

* Pro-rated if for part of a month or other relevant period.

Employer's Signature:



Intern's Signature:

CRISIL Limited

Corporate Identity Number: L67120MH1987PLC043763

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 076. Phone: +91 22 2342 3000 | Fax: +91 22 2342 3011
www.crisil.com

Letter Reference: Contract /05-01-2013 /Ref No. CAND_160407

Annexure II

Internship Terms and Conditions (T&C)

General

In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized font where defined and capitalized where used. Unless opposed to the context, these defined terms will have the meaning given to them in these T&C. Some such terms are:

Affiliate means a company that controls, is controlled by or is under a common control with, the Company ("control" means the ability of an entity to direct the management and policies of another entity, whether by ownership of shares or otherwise).

Agreement means, collectively: (a) these T&C; (b) the annexure and schedules expressly stated to be forming part of your internship terms and conditions; (c) the Codes and Policies; (d) any amendment issued to you in writing by the Company which expressly amends the terms and conditions or other particulars of your Internship with the Company;

Codes and Policies are defined in paragraph 10 below.

Relevant Law means, as relevant, statutes, regulations, orders of a judicial, statutory or other authority that the Company is bound to comply with.

Us, our, we, or Company refer to the legal entity employing you – which is the legal entity on whose letterhead your internship contract including these T&C is issued.

You and your refer to the person to whom this letter is addressed.

More such terms are defined below and in the Annexure. Where the context requires, (a) a reference to one gender includes a reference to the other genders; (b) a reference to "we" includes a reference to its plural and vice versa; (c) reference to a law, regulation or order includes their revision, replacement or re-enactment. Annexure or schedules referred in these T&C refer to those attached to these T&C.

1 Your Internship

- You will undergo internship with the Company for the period stated in Annexure I. You understand this is not an employment. You do not have rights or benefits that are available only to employees of the Company. This internship does not oblige the Company to offer you employment with the Company on the completion of your internship.
- You will apply yourself diligently to the internship and devote your whole time and attention to it. You will not undertake any other business, work or activity, whether or not for consideration which, as determined by the Company in its sole discretion, may: (a) interfere with the Company's business or your internship; or (b) harm the Company's legitimate interests.

2 Timing, Office Location, Leave

- You will follow the timings and business hours applicable at the relevant time to the establishment or office to which you are attached.
- The Company may from time to time by a written notice to you transfer, assign or second your internship to any Affiliate, successors in business, to clients or counterparties, or to any person or entity to whom the Company may transfer any part of its business.
- During the period of internship you will be eligible for leave as specified in Annexure I. You may avail of such leave with necessary approvals.

3 Medical Fitness

If you are not medically fit to undergo internship, the Company may not continue your internship. You will notify the Company in writing as soon as you become aware that the condition of your health may impair your ability to effectively undergo internship. If the Company asks you to, you shall undergo medical examination(s) and tests by a medical practitioner of the Company's choice. You authorize the Company to keep copies of your results and reports and test results provided by any

such medical practitioner and use them as the Company, acting reasonably, deems necessary.

4. Verification Checks

- The Company has agreed to engage you as an intern on the basis of your particulars and credentials. You: (a) give your consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your internship and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials.
- If it turns out that any of your particulars or credentials is not valid, the Company may: (a) consider your internship void since its beginning; (b) forthwith terminate promptly on the Company's demand in full all payments the Company has made to you under the Agreement; (c) forthwith terminate your internship; and/or (d) take such other lawful action as it may consider necessary. Despite the foregoing, the Company shall continue to have rights analogous to those set out in paragraphs 6 and 7.5 and the provisions of paragraphs 8 and 9 shall operate as your undertaking in the Company's favour.

5. Stipend

- The Company agrees to pay you the stipend stated in Annexure I (Stipend). The Company may by a written notice to you revise your Stipend.
- Your Stipend includes any amounts or components that Relevant Law requires the Company to pay you (Statutory Payments). From time to time, the Company may change any individual components of your Stipend or its structure to include any required Statutory Payments, such that after the change the total remuneration by the Company on account of your Stipend remains unaltered.
- When paying Stipend to you and where relevant at the time of settling your dues upon your ceasing to be an intern, the Company may, in addition to deductions specified elsewhere in the Agreement, deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) deductions required under Relevant Law; and (ii) amounts that you owe the Company. If the Stipend payable to you is not sufficient to cover the aggregate of all such deductions, you are liable to pay the Company the whole of the shortfall.
- If Relevant Law requires the Company to deduct income tax or statutory levies or contributions from the Stipend payable to you, the Company will comply with such requirement and pay you the balance Stipend. Other than for such deduction of tax, you are solely responsible to account for your Stipend and comply with all applicable tax laws in respect of your Stipend.

6. Company's Property and Facilities

- In the course of your internship, the Company may at its discretion:
 - provide you with or give access to, property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software licenses, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Company or third parties it deals with (together, Property); and
 - extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Company or third parties it deals with (together, Facilities).
- You will use each such Property or Facility only during the term of your internship and for no purpose other than as necessary for your internship or as the Company expressly permits you in writing (in each case as an exception). The Company may at any time withdraw or terminate your access to or use of any Property or Facility.
 - If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Stipend the costs of repairing or replacing such Property or Facility (and you authorise such deduction).

7. Term and Termination

- Your internship with the Company will be for the fixed period stated in Annexure I unless: (a) extended by the Company by a written notification to you; or (b) terminated in accordance with this Agreement.
- You may terminate your internship for no cause by giving the Company a prior written notice of at least 15 days. The Company may terminate your internship for no cause by giving you a prior written notice of at least 7 days to the other (or payment of proportionate Stipend in lieu of any shortfall in the notice).
- In addition to any other rights or remedy available to the Company, the Company may suspend your internship if the Company thinks there are reasonable grounds to do so. These may include, without limitation, the Company having reasons to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- The Company may take an appropriate disciplinary action against you if you have breached Relevant Law, Company Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you. The disciplinary action may include penalty, reduction/forfeiture of bonus, impact on promotion, depending on the severity of the violation and seniority of individual involved and/or recovery, in a legal manner, of any loss suffered by the Company due to violation of any Relevant Law, Company Code or Policy. The imposition of penalty or other disciplinary actions does not preclude competent authorities from taking direct action against you. The Company may summarily terminate your internship forthwith without notice or payment in lieu of notice or incurring liability if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality and information security); (b) breaches Relevant Law in the course of your internship. You understand this is in addition to any other remedy the Company may have.
- Promptly on the Company's request and in any case before the end of your internship, you shall return, handover or give effective control to the Company of:
 - all Property and Facilities; and
 - copies of Confidential Information; in each case, as have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control.

8. Confidentiality

- You acknowledge that in the course of your internship you will have access to Confidential Information. As between you and the Company, the Confidential



Corporate Identity Number: L67120MH1987PLD042363

Information belongs to the Company. You get no rights in any sort of this Confidential Information and may only use it to the limited extent permitted by this Agreement. With respect to such Confidential Information, you agree:

- to keep it confidential and, without the express prior written consent of the Company, use it for any purpose other than the performance of your Agreement or as permitted by this paragraph 8;
- to take all reasonable steps to protect its confidentiality and, to the extent within your authority or control, prevent unauthorized access or sharing of any such Confidential Information;
- not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another intern of the Company) whose knowledge of such Confidential Information is not necessary for the performance of your internship under the Agreement;
- not to remove from the Company premises or directly or indirectly copy or allow others to copy to any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of legitimate need in the course of your duties or as permitted by this paragraph 8.

ii. If law or regulation requires you to disclose any Confidential Information you will notify the Company promptly upon your becoming aware of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligations of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the due date for your complying with the requirement.

iii. Confidential Information means information in any form belonging, pertaining or relating to the Company, its Affiliates, suppliers, clients or parties that any of these deal with, which is disclosed to you or which you have access to in the course of your internship, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligations. Information includes, without limitation, information of any kind (whether financial, business, technical or otherwise), processes, images, databases, methods, Company records, customer lists, pricing policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company, and/or its Affiliates and any of their clients, suppliers, interns or other parties they deal with.

iv. The provisions of this paragraph 8 continue to be in force even if you cease to be associated with the Company.

9. Intellectual Property Rights

- If in the course of your internship you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you: (a) will promptly make complete written disclosure of such Intellectual Property to the Company; and (b) acknowledge that all such Intellectual Property shall be deemed "commissioned work" and in any case belong exclusively to the Company or its nominee.
- At the Company's request (and expense) from time to time (whether during or after the term of your internship with the Company), you will do all things necessary to ensure that all rights in the Intellectual Property vest exclusively in the Company. These include, without limitation: (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and/or its nominees to make applications for registration of such Intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to perfect or enforce the Company's rights in the Intellectual Property (and you acknowledge that the Company will be exclusively entitled to retain the benefits of any such enforcement action).
- The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph 9 survive any expiry or termination of this Agreement or cessation of your internship.
- The stipend set out in this Agreement includes the full consideration for the rights in favour of the Company set out in this paragraph 9. Without limitation, there are no royalties or any other payments that are payable by the Company to you in relation to the matters set out in this paragraph 9.
- You shall not do anything with respect to the intellectual Property that is inconsistent with this paragraph 9 or otherwise take advantage of the legal possibility of staking a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property you waive all such rights to the fullest extent permitted by law. Where law does not permit such waiver, you undertake not to exercise your moral rights in a manner that is inconsistent with the vesting of the rights in Intellectual Property in the Company.
- In this paragraph 9, Intellectual Property means all intellectual property created, made or discovered in the course of your internship by you whether individually or otherwise and includes, without limitation, all inventions, copyrightable works, improvements, developments, discoveries, proprietary material, information, goodwill, brands, trademarks, logos, know-how, processes, customer relations and franchises, designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit you to waive moral rights) whether or not possible to be registered or patented and whether or not such rights in such intellectual property are recognised under law at the time of their creation, making or discovery.

10. Codes and Policies

- You understand that the Company is committed to complying with Relevant Law and conducting its business with the highest levels of ethics and probity. In the course of your internship, you shall not do anything that violates any Relevant Law. It is your duty to ensure that you understand the Relevant Law applicable to the tasks you perform during your internship and seek the assistance of, as relevant, your manager, your human resource team contact or the Company's legal counsel in this regard.
- You shall comply with all codes of conduct and business ethics, rules and regulations of the Company (together, Codes) and the policies of the Company including those relating to the terms and conditions of your employment with the Company including but not limited to the personal trading policy (together, Policies), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmations from you as to your acceptance of any Codes and Policies (via the Company's online system or otherwise), you will be bound by them whether or not you have communicated such acceptance.
- The Company may from time to time change any part of the Agreement, including any Codes and Policies. You will be suitably notified of any such changes. You expressly consent to the Company making any such change and agree to be bound by it.
- You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not in the course of internship does not in any way cause harm to the Company's reputation or impair its independence in the conduct of its business.

11. Declarations

The Company may from time to time ask you for declarations, confirmations or undertakings concerning anything those relating to confidentiality, secrecy,



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Corporate Identity Number: L57120MH1987PLC014783

investments, etc. (each a Declaration). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the most stringent of the two (in favour of the Company) shall prevail.

12. Privacy and Personal Information

You consent to the Company storing, collecting, cataloging, storing, accessing and using your personal information as well as any sensitive personal information, including those set out in Annexure I for all purposes relevant for your internship with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leave of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations, and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient. You understand that any such information will be stored, processed and used according to the Company's Policy on Privacy as applicable from time to time.

I hereby agree, confirm and accept the T & C contained therein and agree to be bound fully by such T&C.

Signature: _____



Date: 05-01-2023

Letter Reference: Contract / 05-01-2023 / Ref No: GAND_160484

Sagar Keshavani

JIPK0312D,
JIPK0312D,
Mumbai,
Maharashtra 421302.

Duly Signed,

Internship

We thank you for your interest to associate with our organization as an intern for a short period, pending completion of your management education.

We are delighted to offer you internship with our organization and welcome you to the CRISIL family. You will undergo internship with CRISIL Limited (Company).

The particulars of your internship are given in the attached Annexure I. Your Internship will be governed by the terms and conditions set out in the attached Annexure II (T&C).

Please go through each of these and return a copy of this letter to us signed by you (together with the T&C duly initialed) as a token of your acceptance, within 2 working days of your receipt.

Yours faithfully,
For CRISIL Limited

Anupam Kaur

President – Human Resources

Encd: Annexure I and II

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my internship with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

Sagar Keshavani

Signature _____

Date of Signature _____



CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Annexure I

Particulars of Internship - attached to letter reference / CAND_150184 dated 05-01-2023 issued to:

Name of the Intern: Sagar Keshavwade

Particulars	
Department	Corporate Technology Development
Location	Mumbai CRISIL House, Mumbai, Maharashtra, India, (India)
Internship Start Date	11-01-2023
Internship End Date	10-07-2023
Monthly Stipend (INR)*	15000 per month
Leave	02 Days per Month.*

* Horated if for part of a month or other relevant period.

Employee's Signature:



Intern's Signature:

CRISIL Limited

Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Poval, Mumbai - 400 076 Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Letter Reference: Contract /45-01-2923 / Ref No: CAND-105484

Anneexe II

Internship Terms and Conditions (T&C)

General

In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized font where defined and captioned when used. Unless opposed in the contract, these defined terms will have the meaning given to them in these T&C. Some such terms are:

Affiliate means a company that controls, is controlled by or is under common control with, the Company ("control" means the ability of an entity to direct the management and policies of another entity, whether by ownership of shares or otherwise).

Agreement means, collectively, (a) these T&C, (b) the annexes and schedules expressly stated to be forming part of your internship terms and conditions, (c) the Codes and Policies, (d) any amendment issued to you in writing by the Company which expressly amends the terms and conditions or other particulars of your Internship with the Company.

Codes and Policies are defined in paragraph 10 below.

Relevant Law means, as relevant, all laws, regulations, orders of a judicial, statutory or other authority that the Company is bound to comply with.

Us, our, we, or Company refer to the legal entity employing you – which is the legal entity on whose letterhead your internships contact including these T&C is issued.

You and your refer to the person to whom this letter is addressed.

Most such terms are defined below and in the Annexure. Where this contract requires: (a) a reference to one gender includes a reference to the other genders; (b) a reference to a particular includes a reference to its plural and vice versa; (c) reference to a law, regulation or order includes their renewals, replacement or re-enactment. Annexure or schedules referred in these T&C, will be those attached to these T&C.

1. Your Internship:

- i. You will undergo Internship with the Company for the period stated in Annexure I. You understand this is not an employment. You do not have rights or benefits that are available only to employees of the Company. This Internship does not oblige the Company to offer you employment with the Company after the completion of your Internship.
- ii. You will apply yourself diligently to the Internship and devote your whole time and attention to it. You will not undertake any other business, work or activity whether or not for consideration which, as determined by the Company in its sole discretion, may: (a) interfere with the Company's functioning of your Internship, or (b) harm the Company's legitimate interests.

2. Timing, Office Location, Salary:

- i. You will follow the timings and business hours applicable at the relevant time to the establishment or office to which you are attached.
- ii. The Company may from time to time by a written notice to you transfer, assign or second your Internship to any Affiliate, successor or successor, its clients or counterparties, or to any person or entity to whom the Company may transfer any part of its business.
- iii. During the period of Internship you will be eligible for leave as specified in Annexure I. You may avail of such leave with necessary approvals.

3. Medical Fitness:

If you are not medically fit to undergo Internship, the Company may not continue your Internship. You will notify the Company in writing at such time as you become aware that the condition of your health may impair your ability to effectively undergo Internship. If the Company asks you to, you shall undergo medical examination and tests by a medical practitioner of the Company's choice. You authorise the Company to keep copies of your medical reports and test results submitted by the



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such medical practitioner and use them as the Company, acting reasonably, deems necessary.

4. Verification Checks

- i. The Company has agreed to engage you as an intern on the basis of your particulars and credentials. You: (a) give your consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your internship and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials.
- ii. It turns out that any of your particulars or credentials is not valid, the Company may: (a) consider your internship void since its beginning (in which case you shall return promptly on the Company's demand, in full all payments the Company has made to you under the Agreement); (b) forthwith terminate your internship; and/or (c) take such other lawful action as it may consider necessary. Despite the foregoing, the Company shall continue to have rights analogous to those set out in paragraphs 6 and 7.6 and the provisions of paragraphs 8 and 9 shall operate as your undertaking in the Company's favour.

5. Stipend

- i. The Company agrees to pay you the stipend stated in Annexure 1 (Stipend). The Company may by a written notice to you revise your Stipend.
- ii. Your Stipend includes any amounts, or components that Relevant Law requires the Company to pay you (Statutory Payments). From time to time, the Company may change any individual components of your Stipend or its structure to include any required Statutory Payments, such that after the change the total cost incurred by the Company on account of your Stipend remains unaltered.
- iii. When paying Stipend to you and where relevant at the time of setting your dues upon your choosing to be an intern, the Company may, in addition to deductions specified elsewhere in the Agreement, deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) deductions required under Relevant Law; and (ii) amounts that you owe the Company. If the Stipend payable to you is not sufficient to cover the aggregate of all such deductions, you are liable to pay the Company the whole of the shortfall.
- iv. If Relevant Law requires the Company to deduct income tax or statutory levies or contributions from the Stipend payable to you, the Company will comply with such requirement and pay you the balance Stipend. Other than for such deduction of tax, you are solely responsible to account for your Stipend and comply with all applicable tax laws in respect of your Stipend.

6. Company's Property and Facilities

- i. In the course of your internship, the Company may at its discretion:
 - a. provide you with or give access to: property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Company or third parties it deals with (together, Property); and
 - b. extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Company or third parties it deals with (together, Facilities).
- ii. You will use each such Property or Facility only during the term of your internship and for no purpose other than as necessary for your internship, or as the Company expressly permits you in writing (in each case as an exception). The Company may at any time withdraw or terminate your access to or use of any Property or Facility.
- iii. If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Stipend the costs of restoring or replacing such Property or Facility (and you authorise such deduction).

7. Term and Termination

- i. Your internship with the Company will be for the fixed period stated in Annexure 1 unless: (a) extended by the Company by a written notification to you; or (b) terminated in accordance with this Agreement.
- ii. You may terminate your internship for no cause by giving the Company a prior written notice of at least 15 days. The Company may terminate your internship for no cause by giving you a prior written notice of at least 7 days to the other for payment of proportionate Stipend in lieu of any shortfall in the Notice.
- iii. In addition to any other rights or remedy available to the Company, the Company may suspend your internship if the Company thinks there are reasonable grounds to do so. These may include, without limitation, the Company having reasons to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- iv. The Company may take an appropriate disciplinary action against you if you have breached Relevant Law, Company Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you. The disciplinary action may include penalty, reduction/forfeiture of bonus, impact on promotion, depending on the severity of the violation and sensitivity of individual involved and/or recovery, in a legal manner, of any loss suffered by the Company due to violation of any Relevant Law, Company Code or Policy. The imposition of penalty or other disciplinary actions does not preclude competent authorities from taking direct action against you. The Company may summarily terminate your internship forthwith without notice or payment in lieu of notice or incurring liability, if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality and information security); (c) breach Relevant Law in the course of your internship. You understand this is in addition to any other remedy the Company may have.
- v. Promptly on the Company's request and in any case before the end of your internship, you shall return, handover or give effective control to the Company of: (i) all Property and Facilities; and (ii) copies of Confidential Information; in each case, as have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control.

8. Confidentiality

- i. You acknowledge that in the course of your internship, you will have access to Confidential Information. As between you and the Company, the Confidential



Information belongs to the Company. You and no rights in any part of the Confidential Information and will only use it to the limited extent permitted by this Agreement. With respect to such Confidential Information, you agree:

- To keep it confidential and, not without the express prior written consent of the Company, used for any purpose other than the performance of your Agreement or as permitted by this paragraph II.
- To take all reasonable steps to protect its confidentiality and, to the extent action may be taken, prevent unauthorized access or sharing of any such Confidential Information;
- not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another intern of the Company) whose knowledge of such Confidential Information is not necessary for the performance of your internship under the Agreement;
- not to remove from the Company premises or directly or indirectly copy or allow others to copy to any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of legitimate need in the course of your duties or as permitted by this paragraph II;
- If law or regulation requires you to disclose any Confidential Information you will notify the Company promptly upon your becoming aware of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligations of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the due date for your complying with this requirement;
- Confidential Information** means information in any form belonging, pertaining or relating to the Company, its affiliates, suppliers, clients or partners that any of these deal with, which is disclosed to you or which you have access to in the course of your internship, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligation. **Information** includes, without limitation, information of any kind (whether financial, business, technical or otherwise), processes, images, databases, methods, Company records, customer lists, pricing policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company, and/or its Affiliates and any of their clients, suppliers, interns or other parties they deal with;
- The provisions of this paragraph II continue to be in force even if you cease to be associated with the Company.

9. Intellectual Property Rights

- If in the course of your internship you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you: (a) will promptly make complete written disclosure of such Intellectual Property to the Company, and (b) acknowledge that all such Intellectual Property shall be deemed "commissioned work" and in any case belong exclusively to the Company or its nominee;
- At the Company's request (and expense) from time to time (whether during or after the term of your internship with the Company), you will do all things necessary to ensure that all rights in the Intellectual Property vest exclusively in the Company. These include, without limitation, (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and/or its nominees to make applications for registration of such Intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to perfect or enforce the Company's rights in the Intellectual Property (and you acknowledge that the Company will be exclusively entitled to retain the benefits of any such enforcement action);
- The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this Paragraph 9 survive any expiry or termination of this Agreement or cessation of your internship;
- The Suspend set out in this Agreement includes the full consideration for the rights in favour of the Company set out in this paragraph 9. Without limitation, there are no royalties or any other payments that are payable by the Company to you in relation to the matters set out in this paragraph 9;
- You shall not do anything with respect to the Intellectual Property that is inconsistent with this paragraph 9 or otherwise take advantage of the legal possibility of staking a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property you waive all such rights to the fullest extent permitted by law. Where law does not permit such waiver, you undertake not to exercise your moral rights in a manner that is inconsistent with the vesting of the rights in Intellectual Property in the Company;
- In this paragraph 9, **Intellectual Property** means all intellectual property created, made or discovered in the course of your internship by you whether individually or otherwise and includes, without limitation, all inventions, copyrightable works, improvements, developments, discoveries, proprietary material, information, goodwill, brands, trademarks, logos, know-how, processes, customer relations and franchise, designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit you to waive moral rights) whether or not possible to be registered or patented and whether or not such rights in such intellectual property are recognised under law at the time of their creation, making or discovery.

10. Codes and Policies

- You understand that the Company is committed to complying with Relevant Law and conducting its business with the highest levels of ethics and probity. In the course of your internship, you shall not do anything that violates any Relevant Law. It is your duty to ensure that you understand the Relevant Law applicable to the tasks you perform during your internship and seek the assistance of, as relevant, your manager, your human resource team contact or the Company's legal counsel in this regard;
- You shall comply with all codes of conduct and business ethics, rules and regulations of the Company (together, **Codes**) and the policies of the Company including those relating to the terms and conditions of your employment with the Company including but not limited to the personal trading policy (together, **Policies**), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmations from you as to your acceptance of any Codes and Policies (via the Company's online system or otherwise), you will be bound by them whether or not you have communicated such acceptance;
- The Company may from time to time change any part of the Agreement, including any Codes and Policies. You will be suitably notified of any such changes. You expressly consent to the Company making any such change and agree to be bound by it;
- You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not in the course of internship does not in any way cause harm to the Company's reputation or impair its independence in the conduct of its business.

11. Declarations

The Company may from time to time ask you for declarations, confirmations or undertakings as relevant (including those relating to confidentiality, secrecy,



[Signature]

Investments, etc. (each a Declaration). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the more stringent of the two (in favour of the Company) shall prevail.

12. Privacy and Personal Information

You consent to the Company obtaining, collecting, storing, accessing and using your personal information as well as any sensitive personal information (including those set out in Annexure I) for all purposes relevant for your internship with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leave of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations, and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient. You understand that any such information will be stored, processed and used according to the Company's Policy on privacy as applicable from time to time.

I hereby sign, confirm and accept the T & C contained herein and agree to be bound fully by such T&C.

Signature: _____



Date: 05-01-2023

Letter Reference: Contract / 05-01-2023 / Ref No. CARD_180486

SAKSHI PARIKAR

FMXPP6118Q
 FMXPP6118Q,
 Mumbai,
 Maharashtra - 421301.

Dear SAKSHI,

Internship

We thank you for your interest to associate with our organisation as an intern for a short period, pending completion of your management education.

We are delighted to offer you internship with our organisation and welcome you to the CRISIL family. You will undergo internship with CRISIL Limited (Company).

The particulars of your internship are given in the attached Annexure I. Your Internship will be governed by the terms and conditions set out in the attached Annexure II (T&C).

Please go through each of these and return a copy of this letter to us signed by you (together with the T&C duly initialed) as a token of your acceptance, within 2 working days of your receipt.

Yours faithfully,
 For CRISIL Limited

Anupam Kaust

President - Human Resources

End: Annexure I and II.

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my internship with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

SAKSHI PARIKAR

Signature _____

Date of Signature: _____



CRISIL Limited
 Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hirandani Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 5001
www.crisil.com

Annexure I

Particulars of Internship - attached to letter reference / CAND_1014B8 / dated 05-01-2023 issued to

Name of the Intern: SAKSHI PARKAR

Particulars	
Department	Corporate Technology Development
Location	Mumbai Crisis House Mumbai, Maharashtra, India (India)
Internship Start Date	11-01-2023
Internship End Date	10-07-2023
Monthly Stipend (INR)*	15000 per month
Leave	8 Days per month.*

* Prorated if for part of a month or other relevant period.

Employer's Signature:



Intern's Signature:

CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Letter Reference: Contract / 05-01-2023 / Ref No: CAND_166486

Annexure B
Internship Terms and Conditions (T&C)

General

In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized term where defined and capitalized where used. Unless opposed to the context, the defined terms will have the meaning given to them in these T&C. Some such terms are:

Affiliate means a company that controls, is controlled by or is under a common control with, the Company ("control" means the ability of an entity to direct the management and policies of another entity, whether by ownership of shares or otherwise).

Agreement means, collectively: (a) these T&C; (b) the annexure and schedules expressly stated to be forming part of your internship terms and conditions; (c) the Codes and Policies; (d) any amendment issued to you in writing by the Company which expressly amends the terms and conditions or other particulars of your internship with the Company.

Codes and Policies are defined in paragraph 10 below.

Relevant Law means, as relevant, all laws, regulations, orders of a judicial, statutory or other authority that the Company is bound to comply with.

We, our, we, or Company refer to the legal entity employing you - which is the legal entity on whose letterhead your internship contract including these T&C is issued.

You and your refer to the person to whom this letter is addressed.

More such terms are defined below and in the Annexure. Where the context requires: (a) a reference to one gender includes a reference to the other genders; (b) a reference to "or" includes a reference to its plural and vice versa; (c) reference to a law, regulation or order includes their revision, replacement or re-enactment. Annexure or schedules referred in these T&C refer to those attached to these T&C.

1. Your Internship

- You will undergo Internship with the Company for the period stated in Annexure I. You understand this is not an employment. You do not have rights or benefits that are available only to employees of the Company. This Internship does not oblige the Company to offer you employment with the Company on the completion of your Internship.
- You will apply yourself diligently to the Internship and devote your whole time and attention to it. You will not undertake any other business, work, or activity, whether or not for consideration which, as determined by the Company in its sole discretion, may: (a) interfere with the Company's business or your Internship; or (b) harm the Company's legitimate interests.

2. Timing, Office Location, Leave

- You will follow the timings and business hours applicable at the relevant time to the establishment or office to which you are attached.
- The Company may from time to time by a written notice to you transfer, assign or second your Internship to any Affiliate, successors in business, its clients or counterparties, or to any person or entity to whom the Company may transfer any part of its business.
- During the period of Internship you will be eligible for leave as specified in Annexure I. You may avail of such leave with necessary approvals.

3. Medical Fitness

If you are not medically fit to undergo Internship, the Company may not continue your Internship. You will notify the Company in writing as soon as you become aware that the condition of your health may impair your ability to effectively undergo Internship. If the Company asks you to, you shall undergo a medical examination(s) and tests by a medical practitioner of the Company's choice. You authorize the Company to keep copies of documents and reports and test results provided by any



such medical practitioner may use them as the Company, acting reasonably, directs necessary.

5. Verification Checks:

- i. The Company has agreed to engage you as an intern on the basis of your particulars and credentials. You: (a) give your consent to the Company conducting verifications on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your internship and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials.
- ii. If it turns out that any of your particulars or credentials is not valid, the Company may: (i) consider your internship void since its beginning (in which case you shall return promptly on the Company's demand in full all payments the Company has made to you under the Agreement); (ii) forthwith terminate your internship; and/or (iii) take such other lawful action as it may consider necessary. Despite the foregoing, the Company shall continue to have rights analogous to those set out in paragraphs 8 and 15 and the provisions of paragraphs 8 and 9 shall operate as your undertaking in the Company's favour.

6. Spend:

- i. The Company agrees to pay you the Spend stated in Annexure I (Spend). The Company may by a written notice to you revise your Spend.
- ii. Your Spend includes any amounts or compensation that Relevant Law requires the Company to pay you (Statutory Payments). From time to time, the Company may change any individual components of your Spend or its structure to include any required Statutory Payments, such that after the change the total cost incurred by the Company on account of your Spend remains unchanged.
- iii. When paying Spend to you and where relevant at the time of settling your dues upon your ceasing to be an intern, the Company may, in addition to deductions specified elsewhere in the Agreement, deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) deductions required under Relevant Law; and (ii) amounts that you owe the Company. If the Spend payable to you is not sufficient to cover the aggregate of all such deductions, you are liable to pay the Company the whole of the shortfall.
- iv. If Relevant Law requires the Company to deduct income tax or statutory levies or contributions from the Spend payable to you, the Company will comply with such requirement and pay you the balance Spend. Other than for such deduction of tax, you are solely responsible to account for your Spend and comply with all applicable tax laws in respect of your Spend.

7. Company's Property and Facilities:

- i. In the course of your internship, the Company may at its discretion:
 - a. provide you with or give access to property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data) whether or not owned by the Company or third parties it deals with together "Property"); and
 - b. expense to you facilities (including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc., whether or not owned by the Company or third parties it deals with together "Facilities").
- ii. You will use each such Property or Facility only during the term of your internship and for no purpose other than as necessary for your internship or as the Company expressly permits you in writing (in which case as an exception). The Company may at any time withdraw or terminate your access to or use of any Property or Facility.
- iii. If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Spend the costs of restoring or replacing such Property or Facility (and you authorise such deduction).

8. Term and Termination:

- i. Your internship with the Company will be for the fixed period stated in Annexure I unless: (a) extended by the Company by a written notification to you; or (b) terminated in accordance with the Agreement.
- ii. You may terminate your internship for no cause by giving the Company a prior written notice of at least 15 days. The Company may terminate your internship for no cause by giving you a prior written notice of at least 7 days to the other (or payment) of proportionate Spend in lieu of any shortfall in the notice.
- iii. In addition to any other rights or remedy available to the Company, the Company may suspend your internship if the Company thinks there are reasonable grounds to do so. These may include, without limitation, the Company having reasons to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- iv. The Company may take an appropriate disciplinary action against you if you have breached Relevant Law, Company Code or Policy or where the Company considers it necessary to properly conduct any inquiry or investigation against you. The disciplinary action may include penalty, reduction/inference of bonus, impact on promotion, depending on the severity of the violation and seniority of individual involved and/or recovery, in a legal manner, of any loss suffered by the Company due to violation of any Relevant Law, Company Code or Policy. The imposition of penalty or other disciplinary actions does not preclude competent authorities from taking direct action against you. The Company may summarily terminate your internship forthwith without notice or payment in lieu of notice or incurring liability if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality, and information security); (b) breach Relevant Law in the course of your internship. You understand this is in addition to any other remedy the Company may have.
- v. Promptly on the Company's request and in any case before the end of your internship, you shall return, handover or give effective control to the Company of (i) all Property and Facilities; and (ii) copies of Confidential Information, in each case, as have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control.

9. Confidentiality:

- i. You acknowledge that in the course of your internship, you will have access to Confidential Information. As between you and the Company, the Confidential



CRISIL Limited

Reference Number: L67120MH1987PLC042965

Information belongs to the Company. You get no rights in any sort of the confidential information and this is limited to the strict extent permitted by this Agreement. With respect to the information you receive from the Company, you shall:

2. To keep it confidential and, not without the express prior written consent of the Commission, used for any purpose other than the performance of your functions.

- b. take all reasonable steps to protect its confidentiality and, in the event that such confidentiality could prevent you from making available to third parties any such Confidential Information;

c. not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another area of the Company) whose knowledge of such Confidential Information is not necessary for the performance of your attendance under the Agreement;

d. not to remove from the Company premises or directly or indirectly copy or allow others to copy in any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of necessary copies in the course of your duties as described by the Company;

- ii. If law or regulation requires you to disclose any Confidential Information, you will notify the Company promptly upon your becoming aware of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligation of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the deadline for your complying with the requirement.

- Confidential Information:** means information in any form belonging, pertaining or relating to the Company, its Affiliates, suppliers, clients or partners that any of these deal with, which is disclosed to you or which you have access to in the course of your internship, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligations. Information includes, without limitation, information of any kind (whether financial, business, technical or otherwise), processes, programs, databases, methods, Company records, customer lists, operating policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company and/or its Affiliates and any of their clients, suppliers, interns or other parties they deal with.

- iv) The provisions of this paragraph 5 continue to be in force even if you cease to be associated with the Company.

9. Intellectual Property Rights

- (i) In the course of your Internship, you create, make or discover or participate in the creation, making or discovery of any, Intellectual Property; (ii) promptly make complete written disclosure of such Intellectual Property to the Company; and (iii) acknowledge that all such Intellectual Property shall be owned by the Company and not by you, and in any case become exclusive to the Company or its nominee.

- viii. At the Company's request [and expense] from time to time (whether during or after the term of your internship with the Company), you will do all that is necessary to ensure that no rights in the Intellectual Property vest exclusively in the Company. These include, without limitation: (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and its nominees to make applications for registration of such intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to perfect or enforce the Company's rights in the Intellectual Property; and (c) agreeing to waive the benefits of any such replacement action.

- iii. The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph B survive any expiry or termination of this Agreement or cessation of our membership.

- w. The Stipend set out in this Agreement includes the full consideration for the rights in favour of the Company set out in this paragraph. There are no royalties or any other payments that are payable to the Company by you in relation to the matters set out in this paragraph. It is agreed that there will be no transfer of the Intellectual Property right as associated with this paragraph from you to the Company or otherwise take advantage of the legal possibility.

- v) In this paragraph 9, "Intellectual Property" means all intellectual property created, made or developed individually or otherwise; and includes, without limitation, all inventions, copyrightable works, improvements, developments, know-how, processes, customer relations and franchises, designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit), rights to waive moral rights, whether or not possible to be registered or patented and other similar such rights; in each case intellectual property are recognised under law in the land of their creation, making or discovery.

100 Engels and Puccetti

- I, [Your Name], understand and accept the terms and conditions set forth in this Agreement and the policies of the Company.

11. You shall comply with all codes, of conduct and business ethics, rules and regulations of the Company (together, "Codes") and the policies of the Company, including those relating to the terms and conditions of your employment with the Company including but not limited to the personal branding policy (together, "Policies"), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmation from you as to your acceptance of any Codes and Policies (via the Company's online system or otherwise), you will be bound by Part II whether or not you have communicated such acceptance.

- iii) The Company may from time to time change any part of the Agreement, including any Codes and Policies. You will be suitably notified of any such changes. You accept the Company making any such change and agree to be bound by it.

- (ii) You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not in the course of internship does not in any way cause harm to the Company's reputation or damage its independence in the conduct of its business.

1.1 Declarations

The Company may from time to time ask you for declarations, confirmations or undertakings, including those relating to compensation.



CRSIL Limited
Corporate Identity Number 1621204

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 078 | Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Investments, etc. (each a Declaration). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the more stringent of the two (in favour of the Company) shall prevail.

12. Privacy and Personal Information:

You consent to the Company obtaining, collecting, collating, storing, accessing and using your personal information as well as any sensitive personal information (including those set out in Annexure I) for all purposes relevant for your internship with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leave of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources, whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient. You understand that any such information will be stored, processed and used according to the Company's Policy on privacy as applicable from time to time.

I hereby agree, confirm and accept the T & C contained therein and agree to be bound fully by such T&C.

Signature _____



Date: 05-01-2023

Letter Reference: Commercy / DS-01-2023 | Ref No: CANO-180875

SAKSHI NAIK

CC:PN2766P
 CC:PN2766P
 Minalda
 Maharashtra 420009

Dear Sir/Madam—

Internship

We thank you for your interest to associate with our organisation as an intern for a duration pending completion of your management education.

We are delighted to offer you internship with our organisation and welcome you to the CRISIL family. You will undergo internship with CRISIL Limited (Company).

The particulars of your internship are given in the attached Annexure I. Your internship will be governed by the terms and conditions set out in the attached Annexure II (T&C).

Please go through each of these and return a copy of this letter to us signed by you (together with the T&C duly initialed), as a token of your acceptance, within 2 working days of your receipt.

Yours faithfully,
 For CRISIL Limited

(sg)

Anupam Kedia

President – Human Resources

End... Annexure I and II.

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my internship with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

SAKSHI NAIK

Signature: _____

Date of Signature: _____



CRISIL Limited

Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Annexure I

Particulars of Internship - attached to letter reference /CAND_163875/ dated 15-01-2023 issued to:

Name of the Intern: SAKSHI NAIK.

Particulars	
Department	Corporate Technology Development
Location	Mumbai Crisil House, Mumbai, Maharashtra, India, (India)
Internship Start Date	11-01-2023
Internship End Date	10-07-2023
Monthly Stipend (INR)	15000 per month
Leave	82 Days per month.*

* Pro-rated if for part of a month or other relevant period.

Employer's Signature:



Intern's Signature:

CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

Letter Reference: Contract / 05-01-2023 / Ref No. CAND_16875

**Annexure II
Internship Terms and Conditions (T&C)**

General

In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized text where defined and capitalized where used. Unless opposite to the context, these defined terms will have the meaning given to them in these T&C. Some such terms are:

Affiliate means a company that controls, is controlled by or is under a common control with, the Company ("control" means the ability of an entity to direct the management and policies of another entity, whether by ownership of shares or otherwise).

Agreement means, collectively: (a) these T&C, (b) the annexures and schedules expressly stated to be forming part of your Internship terms and conditions, (c) the Codes and Policies; (d) any amendment issued to you in writing by the Company which expressly amends the terms and conditions or other particulars of your Internship with the Company.

Codes and Policies are defined in paragraph 10 below.

Relevant Law means, as relevant, all laws, regulations, orders of a judicial, statutory or other authority that the Company is bound to comply with.

Us, our, we, or Company refer to the legal entity employing you – which is the legal entity on whose behalf your Internship contract including these T&C is issued.

You and your refer to the person to whom this letter is addressed.

More such terms are defined below and in the Annexure. Where the context requires: (a) a reference to one gender includes a reference to the other genders; (b) a reference to "far" includes a reference to its plural and vice versa; (c) reference to a law, regulation or order includes their revisions, replacement or re-enactment. Annexures or schedules referred in these T&C refer to those attached to these T&C.

1. Your Internship

- You will undergo Internship with the Company for the period stated in Annexure I. You understand this is not an employment. You do not have rights or benefits that are available only to employees of the Company. This Internship does not oblige the Company to offer you employment with the Company on the completion of your Internship.
- You will apply yourself diligently to the Internship and devote your whole time and attention to it. You will not undertake any other business, work or activity, whether or not for consideration which, as determined by the Company in its sole discretion, may: (a) interfere with the Company's business or your Internship, or (b) harm the Company's legitimate interests.

2. Timing, Office Location, Leave:

- You will follow the timings and business hours applicable at the relevant time to the establishment or office to which you are attached.
- The Company may from time to time by a written notice to you transfer, assign or second your Internship to any Affiliate, successors in business, as clients or counterparties, or to any person or entity to whom the Company may transfer any part of its business.
- During the period of Internship you will be eligible for leave as specified in Annexure I. You may avail of such leave with necessary approvals.

3. Medical Fitness

If you are not medically fit to undergo Internship, the Company may not continue your Internship. You will notify the Company in writing as soon as you become aware that the condition of your health may impair your ability to effectively undergo Internship. If the Company asks you to, you shall undergo medical examination(s) and tests by a medical practitioner of the Company's choice. You authorize the Company to keep copies of the documents and reports and test results provided by any



such medical practitioner and use them as the Company, acting reasonably, deems necessary.

4. Verification Checks

- i. The Company has agreed to engage you as an intern on the basis of your particulars and credentials. You (a) give and consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers), and (b) authorise the Company to use your personal information (including any sensitive personal references) as necessary in respect of your internship and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials;
- ii. If it turns out that any of your particulars or credentials is not valid, the Company may: (a) consider your internship void since its beginning (in which case you shall return promptly on the Company's demand in full all payments the Company has made to you under the Agreement); (b) forthwith terminate your internship, and/or (c) take such other lawful action as it may consider necessary. Despite the foregoing, the Company shall continue to have rights analogous to those set out in paragraphs 6 and 7.5 and the provisions of paragraphs 8 and 9 shall operate as you understand in the Company's favour.

5. Stipend

- i. The Company agrees to pay you the stipend stated in Annexure I (Stipend). The Company may by written notice to you revise your Stipend.
- ii. Your Stipend includes any amounts or components that Relevant Law requires the Company to pay you (Statutory Payments). From time to time, the Company may change any individual components of your Stipend or its structure to include any required Statutory Payments, such that after the change the total cost incurred by the Company on account of your Stipend remains unaltered.
- iii. When paying Stipend to you and where relevant at the time of settling your claim upon your ceasing to be an intern, the Company may, in addition to deductions specified elsewhere in the Agreement, deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) deductions required under Relevant Law; and (ii) amounts that you owe the Company. If the Stipend payable to you is not sufficient to cover the aggregate of all such deductions, you are liable to pay the Company the whole of the shortfall.
- iv. If Relevant Law requires the Company to deduct income tax or statutory levies or contributions from the Stipend payable to you, the Company will comply with such requirement and pay you the balance Stipend. Other than for such deduction of tax, you are solely responsible to account for your Stipend and comply with all applicable tax laws in respect of your Stipend.

6. Company's Property and Facilities

- i. In the course of your internship, the Company may at its discretion:
 - a. provide you with or give access to, property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software, licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Company or third parties if dealt with (together, Property); and
 - b. extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Company or third parties if dealt with (together, Facilities).
- ii. You will use each such Property or Facility only during the term of your internship and for no purpose other than as necessary for your internship or as the Company expressly permits you in writing (in each case as an exception). The Company may at any time withdraw or terminate your access to or use of any Property or Facility.
- iii. If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Stipend the costs of repairing or replacing such Property or Facility (and you authorise such deduction).

7. Term and Termination

- i. Your internship with the Company will be for the fixed period stated in Annexure I unless (a) extended by the Company by a written notification to you, or (b) terminated in accordance with this Agreement.
- ii. You may terminate your internship for no cause by giving the Company a prior written notice of at least 7 days. The Company may terminate your internship for no cause by giving you a prior written notice of at least 7 days to the other (or payment of proportionate Stipend in lieu of any shortfall in the notice).
- iii. In addition to any other rights or remedy available to the Company, the Company may suspend your internship if the Company thinks there are reasonable grounds to do so. These may include, without limitation, the Company having reasons to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- iv. The Company may take an appropriate disciplinary action against you if you have breached Relevant Law, Company Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you. The disciplinary action may include penalty, reeducation/forfeiture of bonus, impact on promotion, depending on the severity of the violation and severity of individual involved and/or recovery, in a legal manner, of any loss suffered by the Company due to violation of any Relevant Law, Company Code or Policy. The imposition of penalty or other disciplinary actions does not preclude competent authorities from taking direct action against you. The Company may summarily terminate your internship forthwith without notice or payment in lieu of notice or incurring liability, if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality, and information security); (b) breach Relevant Law in the course of your internship; You understand this is, in addition to any other remedy the Company may have.
- v. Promptly on the Company's request and in any case before the end of your internship, you shall return, handover or give effective control to the Company of:
 - (i) all Property and Facilities; and
 - (ii) copies of Confidential Information, in each case, as may have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control.

8. Confidentiality

- i. You acknowledge that in the course of your internship you will have access to Confidential Information. As between you and the Company, the Confidential



RISL Limited

Registration No. L57120MH1987PLC042363

Information belongs to the Company. You give no rights in any part of the Confidential Information and may only use it to the limited extent permitted by this Agreement. With respect to such Confidential Information, you agree:

- to keep it confidential and, not without the express prior written consent of the Company, use it for any purpose other than the performance of your Agreement or as permitted by this paragraph 8;
- to take all reasonable steps to protect its confidentiality and, to the extent within your authority or control, prevent unauthorised access or sharing of any such Confidential Information;
- not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another intern) of the Company whose knowledge of such Confidential Information is not necessary for the performance of your internship under the Agreement;
- not to remove from the Company premises or directly or indirectly copy or allow others to copy to any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of legitimate need in the course of your duties or as permitted by this paragraph 8;
- If law or regulation requires, you to disclose any Confidential Information, you will notify the Company promptly upon your receiving notice of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligation of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the due date for your complying with the requirement.

ii. Confidential Information means information in any form belonging, pertaining or relating to the Company, its Affiliates, suppliers, clients or persons that any of these deal with, which is disclosed to you or which you have access to in the course of your internship, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligations. Information includes, without limitation, information of any kind (whether financial, business, technical or otherwise) processes, images, catalogues, methods, Company records, customer lists, pricing policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company and/or its Affiliates and any of their clients, suppliers, interns or other parties they deal with.

iv. The provisions of this paragraph 8 continue to be in force even if you cease to be associated with the Company.

9. Intellectual Property Rights

- In the course of your Internship, you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you (a) will promptly make complete written disclosure of such Intellectual Property to the Company, and (b) acknowledge that all such Intellectual Property shall be deemed "commissioned work" and in any case being exclusively to the Company or its nominee.
- At the Company's request (and expense) from time to time (whether during or after the term of your Internship with the Company), you will do all things necessary to ensure that all rights in the Intellectual Property vest exclusively in the Company. These include, without limitation: (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and/or its nominees to make applications for registration of such Intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to perfect or enforce the Company's rights in the Intellectual Property (and you acknowledge that the Company will be exclusively entitled to retain the benefits of any such enforcement action).
- The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph 9 survive any expiry or termination of this Agreement or cessation of your Internship.
- The Schedule set out in this Agreement includes the full consideration for the rights in favour of the Company set out in this paragraph 9. Without limitation, there are no royalties or any other payments that are payable by the Company to you in relation to the rights set out in this paragraph 9.
- You shall not do anything with respect to the Intellectual Property that is inconsistent with this paragraph 9 or otherwise take advantage of the legal possibility of making a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property, you waive all such rights to the fullest extent permitted by law. Where law does not permit such waiver, you undertake not to exercise your moral rights in a manner that is inconsistent with the vesting of the rights in Intellectual Property in the Company.
- In this paragraph 9, **Intellectual Property** means all intellectual property created, made or discovered in the course of your Internship by you whether individually or otherwise and includes, without limitation, all inventions, copyrightable works, improvements, developments, discoveries, proprietary material, information, goodwill, brands, trademarks, logos, know-how, processes, customer relations and franchise, designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit you to waive moral rights) whether or not possible to be registered or patented and whether or not such rights in such intellectual property are recognised under law at the time of their creation, making or discovery.

10. Codes and Policies

- You understand that the Company is committed to complying with Relevant Law and conducting its business with the highest levels of ethics and probity. In the course of your Internship, you shall not do anything that violates any Relevant Law. It is your duty to ensure that you understand the Relevant Law applicable to the tasks you perform during your Internship and seek the assistance of, as relevant, your manager, your human resource team, contact or the Company's legal counsel in this regard.
- You shall comply with all codes of conduct and business ethics, rules and regulations of the Company (together, "Codes") and the policies of the Company, including those relating to the terms and conditions of your employment with the Company, including but not limited to the personal trading policy (together, "Policies"), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmations from you as to your acceptance of any Codes and Policies (via the Company's online system or otherwise), you will be bound by them whether or not you have communicated such acceptance.
- The Company may from time to time change any part of this Agreement, including any Codes and Policies. You will be suitably notified of any such changes. You expressly consent to the Company making any such change and agree to be bound by it.
- You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not, in the course of Internship does not in any way cause harm to the Company's reputation or impair its independence in the conduct of its business.

11. Declarations

The Company may from time to time ask you for declarations, confirmations or undertakings as relevant, including those relating to confidentiality, secrecy,



CRISIL Limited

Corporate Identity Number: L87120MH1987PLC000001

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 087 | Tel: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com

1638

Investments, etc. (each a Declaration). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the more stringent of the two (in favour of the Company) shall prevail.

12. Privacy and Personal Information

You consent to the Company obtaining, collecting, collating, storing, accessing and using your personal information as well as any sensitive personal information (including those set out in Annexure I) for all purposes relevant for your internship with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leave of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations, and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient. You understand that any such information will be stored, processed and used according to the Company's Policy on privacy as applicable from time to time.

I hereby agree, confirm and accept the T & C contained therein and agree to be bound fully by such T&C.

Signature _____



A handwritten signature in blue ink, appearing to read "Uma", written over a horizontal blue line.

12/3/22, 9:57 PM

Santacruz Institute of Technology Mail - Joining Details | Sandesh Shivane



Sandesh Shivane <sandesh.shivane@spit.ac.in>

Joining Details | Sandesh Shivane

2 messages

Shivani Shantaram Mali <Shivani.Mali19@ext-crisil.com>
 To: "sandesh.shivane@spit.ac.in" <sandesh.shivane@spit.ac.in>
 Cc: Namrata Bakshi <namrata.bakshi@ext-crisil.com>

Fri, Dec 2, 2022 at 4:07 PM

Dear Sandesh,

Greetings from CRISIL!

Based on your interactions with us during the interview process, we are happy to confirm your selection for an internship with CRISIL.

We are sure you will be delighted to join our enterprising team and will find the opportunity rewarding.

Please review the below details and share your acceptance of this email.

Internship duration: 6 month

Internship stipend: INR 15000 (per month)

Designation: Intern

Tentative date of joining: 9th January 2023

As a part of on-boarding and documentation process, we request you to please share with us the following documents (PDF) by tomorrow in a Zip folder.

- o Educational Documents (10th, 12th, Graduation, post-graduation)
- o Cancelled cheque or first page of your Passbook
- o Updated Resume
- o Copy of Pan Card
- o Complete copy of Aadhar Card
- o Salary slips (if applicable)
- o Email acceptance to the offer mail (you can reply and take a screenshot)

Note that CRISIL Machine restricts the use of .rar folder and google link drive.

We look forward to welcoming you to the CRISIL family.

Regards,

Shivani Mali

Executive - HR - TA

9359838277

**CRISIL**

An ISO 9001:2015 Company

This email (including attachment, if any) is intended solely for the use of the addressee, and may contain confidential, proprietary or privileged information. If you are not the intended recipient, you are hereby prohibited to disseminate, distribute, copy or use this email in any other manner. You are also directed to immediately inform the sender and destroy the email (including attachments, if any). The information and views contained in this email are those of the sender and are neither given nor endorsed by CRISIL, unless the sender expressly indicates otherwise, with due authority of CRISIL. Emails are not secure and may suffer from errors, viruses, unauthorized interceptions, amendments and delays in transit. CRISIL does not accept any liability for loss or damage caused by this email (including attachments, if any). CRISIL reserves the right to monitor and process its email traffic."

<https://mail.google.com/mail/u/0/?k=e24cdab6ea0&view=pt&search=at&permthid=thread-f%3A1751098364818040774&single=msg-f%3A1751098...> 1/2

Sat, Dec 3, 2022 at 1:05 PM

Sandesh Shivane <sandesh.shivane@spit.ac.in>
To: Shivani.Mali1@ext-crisil.com
Cc: Namrata Bakshi <namrata.bakshi@ext-crisil.com>

Hello Shivani,

Thanks for providing me with this opportunity. Looking forward to joining Crisil as an intern.
Please consider this email as my formal acceptance letter.
I have attached the required documents below.

Thanks & Regards,
Sandesh Shivane
[Quoted text hidden]

④ Sandesh_Shivane.zip
1762K



A handwritten signature in blue ink, appearing to read "Shivani", is written over a solid blue horizontal line.



Geeyam Tech Square,
57, Estate Main Rd, Industrial Estate,
Perungudi, Chennai 600096

OFFER LETTER

Devika Patil

devikapatil056@gmail.com

9049950486

Dear Devika,

Congratulations. Welcome to the exciting world of Data Science!

We are pleased to offer you the role of **Data Analyst**. You are offered an annual compensation (CTC) of INR 6,00,000/- (Rupees Six Lakhs only).

Your joining date will be announced at the end of the current academic year. You will receive communication on your joining, on-boarding and other procedures a month prior to your joining date.

In case of any queries that you might have please feel free to contact the recruitment team of GANIT at campusqueries@ganitinc.com

Welcome to Ganit and wish you an exciting career with us!

Yours Sincerely,

Ashok Harwani

Director



11/06/2022
6

Private and Confidential | Page 1 of 1



www.ganitinc.com



contact@ganitinc.com



+91-44-48628095

1642

1719



Confidential

18-08-2022

Prashant Singh

Dear Prashant,

Offer of Employment

We are pleased to offer you the position of an Intern in the D&T function, with General Mills India Private Limited (hereafter referred to as the company) on the following terms and conditions:

1. Internship Period

Your internship will be for a period of 6 months, beginning January 02, 2023 to June 30, 2023.

2. Contract Fee

You will be paid Rs. 20,000 / per month. You will not be entitled to any other allowances / benefits of the company.

3. Working Pattern

You will follow the normal working hours of the function and abide by the rules and regulations laid down by the company.

4. Confidentiality Clause

You will not, during your internship, disclose to any person, firm or Company, or make use of any confidential information which you may acquire during the period of your contract which is connected with the business or finances of the Company, or any other Group Company. 'Information' refers to all drawings, memos, reports, forecasts, estimates, plans, manuals, software, letters or any trade secrets. After the termination of your internship, you will remain bound in perpetuity not to disclose or make use of any confidential information or trade secret which could result in the Company, or any other Group Company, being damaged commercially or in reputation. You would be required to sign a confidentiality agreement, both during your internship as well as on cessation of your internship.

5. Third Party Intellectual Rights

In the course of performance of your official duties, you will use or have access to Software, Databases and other materials in which third parties have copyright or other proprietary interest. These third party intellectual property rights shall be honoured by you and the said materials shall not be copied (includes loading software or other material onto the hard drive of a computer, copying it onto a disk and any other transmission of material e.g., sending via e-mail) without obtaining the permission of the copyright owner.

6. Rights over Inventions

Any inventions, including all types of technical, artistic, commercial or creative work whether or not patentable, made by you during your contract with the Company, will be the exclusive property of the Company.



Please note that this letter does not constitute an offer or a letter of employment. However, this is a letter to confirm your internship with General Mills India Center.

Sincerely,
For General Mills India Pvt. Ltd



Atulaya Goswami
Director HR, GIC & India Site Operations

Acceptance

I hereby accept the terms and conditions of offer for Internship with General Mills India Private Limited.

My expected date of joining General Mills is: January 02, 2023

SIGNATURE

(Checking the checkbox above is equivalent to a handwritten signature)



A handwritten signature in blue ink, likely belonging to the university official, is placed over a solid blue horizontal line.



20 December 2022

Email: mukesh.pillai@spit.ac.in

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Subject: Internship Offer Letter

Dear Mukesh,

On behalf of Baldor Technologies Private Limited ("IDfy" or "the Company"), I am pleased to offer you an internship with the Technology department as an Intern at IDfy. This offer is provisional & subject to your acceptance of this position in writing considering employment starts with the company no later than 11th January 2023. In addition, the offer is subject to the regular background checks being completed successfully.

The stipend will be INR 25000/- per month. Your stipend will be paid in accordance with our regular payroll practices.

Your period of internship will be 6 months. Either party shall have the right to terminate this internship by serving upon the other a notice of 7 (Seven) days in writing.

Our technology, trade secrets and other intellectual property are very important to us. Therefore, we require that, as a condition of internship, all new interns sign a confidentiality agreement.

We also want to ensure that your internship with the company does not violate any non-competition or other similar agreements to which you may be bound. If you are bound by such an agreement, please give us a copy of the agreement so that we can ensure that your employment by the Company will not violate that agreement. By not providing us with such an agreement, you are representing that no such agreement exists.



PHONE	FAX	EMAIL



On behalf of IDfy, I would like to welcome you to the Company.

In order to accept this offer, please sign and return a copy of this letter to us.

Sincerely Yours,

Name: Bhakti Dharod
Title: VP - Human Resource

Accepted and agreed this 21st day of December, 2022

Mukesh Pillai



PHONE	FAX	EMAIL



20 December 2022

Email: prithviraj.sathyajith@spit.ac.in

Subject: Internship Offer Letter

Dear Prithviraj,

On behalf of Baldor Technologies Private Limited ("IDfy" or "the Company"), I am pleased to offer you an internship with the **Technology** department as an Intern at IDfy. This offer is provisional & subject to your acceptance of this position in writing considering employment starts with the company no later than 11th January 2023. In addition, the offer is subject to the regular background checks being completed successfully.

The stipend will be **INR 25000/- per month**. Your stipend will be paid in accordance with our regular payroll practices.

Your period of internship will be 6 months. Either party shall have the right to terminate this internship by serving upon the other a notice of 7 (Seven) days in writing. This offer is contingent upon the successful completion of your internship.

Our technology, trade secrets and other intellectual property are very important to us. Therefore, we require that, as a condition of internship, all new interns sign a confidentiality agreement.

We also want to ensure that your internship with the company does not violate any non-competition or other similar agreements to which you may be bound. If you are bound by such an agreement, please give us a copy of the agreement so that we can ensure that your employment by the Company will not violate that agreement. By not providing us with such an agreement, you are representing that no such agreement exists.



PHONE	FAX	EMAIL



www.idfy.com

On behalf of IDfy, I would like to welcome you to the Company.

In order to accept this offer, please sign and return a copy of this letter to us.

Sincerely Yours,

Name: Bhakti Dharod
Title: VP - Human Resource

Accepted and agreed this 21st day of December, 2022

Prithviraj Sathyajit



PHONE	FAX	EMAIL

MSCI

October 25, 2022

Dear Likash,

Welcome to MSCI. We are pleased to extend you an Offer, attached is the New Hire Package.

MSCI conducts a background check for all new hires. Confirmation of your services in the firm is dependent on successful completion of the background check. This check includes.

- Identity verification
- Educational and Professional Qualification verification
- Employment History and References – last three years
- Credit Check
- Criminal check

In order to carry out the background check you would need to submit all the documents mentioned in the HireRight Reference Guide. All completed forms must be submitted in the HireRight portal at least 5 days after the acceptance of the Offer Letter failing which your date of joining the firm will be delayed.

You are required to report to the HR department on the first day of joining.

Please contact Vernon Fernandes on Vernon.Fernandes@msci.com if you have any questions on any of the above.

Best Regards,

Vernon Fernandes
Regional HR
Executive Director



PRIVATE AND CONFIDENTIAL

October 25, 2022

To:
Utkarsh Doras
By Email

Dear Utkarsh,

We are pleased to extend to you a formal offer to join **MSCI Services Private Limited** ("the Firm") as an Intern in Technology and Data department in Pune. We are pleased to meet you and are excited about the prospect of working with you on the terms set out in this internship agreement (Agreement) below.

1. Internship

- 1.1 The purpose of this internship program is to provide you with relevant guidance and to equip you with experience that will be helpful in your future career. In furtherance of this, you may be asked to execute various assignments/tasks from time to time during the course of your internship. You should use your best efforts in performing and delivering the tasks for the Firm. During the tenure of your internship, you should work closely with your team to ensure that the internship is an enriching experience for you.
- 1.2 During your internship with the Firm, you are expected to comply with all applicable rules and regulations of the Firm as enforced from time to time in respect of the matters not covered by this Agreement. The Firm's decision on all such matters will be final and binding on you.
- 1.3 It is clarified that you are not an "employee" or a "workman" for the purposes of any employment statute and there is no assurance or guarantee that you will be employed by the Firm upon completion of your internship.

2. Term of the Internship

Your internship program shall be for a maximum term of **6 months**, starting on **January 09, 2023** up until **June 30, 2023**.

3. Stipend

You will be paid a stipend of **INR 60,000** per month, payable at the end of each month, subject to applicable deductions including but not limited to income taxes at applicable rates from time to time. The Firm may, subject to any relevant legal requirements, deduct from your stipend any amounts that you owe to the Firm or as required under law. It is clarified that you will not be entitled to any other allowances given to the regular employees of the Firm. The stipend paid to you for your internship with the Firm is not and shall not be construed as "wages" for the purposes of any employment statute.



A handwritten signature in blue ink, appearing to read "Utkarsh", is written over a solid blue horizontal line.

4. Working Hours and Leave

- 4.1 You will have a work schedule of 40 hours per week. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, you may be required to work from Firm's office or your home depending on your role and the business needs of the Firm, and in accordance with the Firm's Future of Work Policy, as amended from time to time.
- 4.2 During the course of your internship, you are entitled to 12 days of leave (paid & all-inclusive for any reason – vacation/ sick / personal emergencies etc), you would be required to take approval prior to taking such leave. These will be in addition to any Firm approved statutory public holidays that you may be entitled to during your internship program.

5. Termination

- 5.1 During your internship program, either party may terminate this Agreement by giving 30 days notice in writing.
- 5.2 The Firm shall be entitled to terminate this Agreement with immediate effect (but without prejudice to the rights and remedies of the Firm for any breach of this Agreement and to your continuing obligations under this Agreement) if you are guilty of dishonesty or serious or persistent misconduct, or without reasonable cause neglect or refuse to attend your internship or fail to perform any of your obligations hereunder or if you are found lacking in dedication towards your obligations hereunder, or fail to observe Firm's disciplinary rules or any other applicable regulations of the Firm.

6. Limited Authority

You will not enter into any commitments or dealings on behalf of the Firm or be a party to any alteration of any principle or policy of the Firm or exceed the authority or direction vested in you without the previous sanction of the Firm or those in authority over you. Any violation of this may lead to termination of your internship program with immediate effect.

7. Non-competition, Non-solicit and Declaration of interest

- 7.1 You acknowledge that during the course of your internship with the Firm, you may become familiar with Firm's trade secrets and the other confidential information concerning the Firm, its associates, related entities and that your work may be of a special, unique and extraordinary value to the Firm. You agree that during the term hereof –

- (i) you shall not directly or indirectly own, manage, control, participate in, consult with, render services for (as an intern or otherwise), or engage in any business competing with the Firm.



A handwritten signature in blue ink, appearing to read "U.P. 9". A horizontal line extends from the end of the signature.

- (ii) you shall not directly or indirectly solicit, encourage, or induce any employee, agent, vendor, or consultant to terminate his/her employment with the Firm.
- 7.2 Without prejudice to the provisions of Clause 7.1 of this Agreement, you will notify the Firm in writing of all business interests that you have directly or indirectly related to the business or activities of the Firm.

8. Confidentiality and Intellectual Property

- 8.1 You shall keep confidential all the information and material provided to you by the Firm or by its clients concerning their affairs or any information that comes to your knowledge during the course of the internship program, except as required to perform tasks during the course of your internship. Your obligation to keep such information confidential shall remain valid even on the termination or cancellation of your internship.
- 8.2 You shall also keep your internship terms and conditions strictly confidential. Any disclosure will constitute a breach of this Agreement and may result in termination of this Agreement.
- 8.3 You may be required to be involved in developing material for both in-house usage as well as for other purposes based on the Firm's requirements. Any material or intellectual property so developed shall be the exclusive property of the Firm and you shall not use the same in any personal capacity, during the term of the internship program or at any point in time thereafter. You agree to assist and cooperate with the Firm in perfecting the Firm's rights in all such materials and intellectual property.
- 8.4 You shall also disclose to the Firm any discovery, invention, process or improvement made or discovered by you while with the Firm and such discovery, invention, process or improvement shall belong absolutely to and be the sole property of the Firm. The Firm shall have a right to freely develop and alter such material and intellectual property rights and license and assign them to third parties.

9. Return of Firm Property

On expiry or earlier termination of this Agreement, you will be responsible for the safe return of all the properties of the Firm including any drawings, software, employee data, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to the Firm or any reproduction thereof which may have been provided to you during the course of your internship with the Firm or which may be in your use, custody, care or charge. For the loss of any property of the Firm in your possession, the Firm will have a right to assess the value of the loss on its own basis and recover the damages as it deems proper in the event of your failure to account for such material or property to its satisfaction.



Uma

10. Data Privacy

- 10.1 The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.
- 10.2 This offer is governed by the laws of India and is contingent upon a number of additional steps in the employment process including but not limited to showing a proof of citizenship or obtaining appropriate right to work documentation. This offer of employment is conditional upon the successful completion of a background investigation, as set out.

This background check may be carried out by a third-party service provider and therefore, any information that the Firm may need from you would be shared with such third-party service provider and you confirm that you do not have any objection to the same.

- 10.3 You confirm that you have read and understood the Firm's privacy statement and that you shall comply with such policy when processing personal data in the course of your internship including personal data relating to any employee, intern, customer, client, supplier or agent of the Firm or any associated entity.

11. Surveillance

You agree and acknowledge that the Firm may monitor and record all usage of devices, internet, email facilities and other communication systems that may be provided to you by the Firm during the course of your internship.

12. Tax Liability

You will arrange to take care of your tax liabilities, i.e., income tax, professional tax or any other tax as may be applicable to the aforesaid stipend payments, and the Firm will not be liable for the same. All stipend and other payments (if any) paid to you will be subject to tax withholding in accordance with applicable laws.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. The courts in Mumbai will have exclusive jurisdiction in relation to all disputes arising out of this Agreement.

This Agreement constitutes the entire terms and conditions governing your engagement as an intern with the Firm.



A handwritten signature in blue ink, appearing to read "Uma", written over a solid blue horizontal line.

MSCI

We know you will find the business to be both challenging and exciting and look forward to seeing you on board. If the terms and conditions of this agreement are understood and accepted, please sign, date and return the attached copy of this Agreement. If you have questions regarding the above, please feel free to call Vernon Fernandes in the Human Resources Department at Vernon.fernandes@msci.com.

-23
Agreed & Acknowledged

For MSCI Services Private Limited

Vernon Fernandes
Regional HR
Executive Director

Utkarsh Doras

Date: Oct 27, 2022



SHAHEED PATEL INSTITUTE OF TECHNOLOGY * S.A.R.D.A.Y * Agra (U.P.) - 282004
Aligarh (U.P.) - 202002, Ghaziabad (U.P.) - 203002, Noida (U.P.) - 201306, Dehradoon (U.P.) - 201002
Kanpur (U.P.) - 208002, Lucknow (U.P.) - 226002, Raebareli (U.P.) - 221002, Varanasi (U.P.) - 221002
Muzaffarnagar (U.P.) - 221002, Bareilly (U.P.) - 221002, Kannauj (U.P.) - 221002, Gorakhpur (U.P.) - 223002
Fatehpur (U.P.) - 221002, Aligarh (U.P.) - 202002, Kharagpur (Jharkhand) - 812302, Ranchi (Jharkhand) - 812302
Mumbai (Maharashtra) - 400009, Panaji (Goa) - 403004, Hyderabad (Andhra Pradesh) - 500002, Bangalore (Karnataka) - 560002
Chennai (Tamil Nadu) - 600002, Pondicherry (Puducherry) - 605002, Kolkata (West Bengal) - 700002, Silvassa (Gujarat) - 395002
Dibrugarh (Assam) - 786002, Agartala (Tripura) - 799002, Imphal (Manipur) - 795002, Kohima (Nagaland) - 796002, Shillong (Meghalaya) - 793002
Aizawl (Arunachal Pradesh) - 796002, Kohima (Nagaland) - 796002, Imphal (Manipur) - 795002, Shillong (Meghalaya) - 793002
Port Blair (Andaman and Nicobar Islands) - 744002, Agartala (Tripura) - 799002, Imphal (Manipur) - 795002, Kohima (Nagaland) - 796002, Shillong (Meghalaya) - 793002
Aizawl (Arunachal Pradesh) - 796002, Kohima (Nagaland) - 796002, Imphal (Manipur) - 795002, Shillong (Meghalaya) - 793002

Information Classification: GENERAL

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MSCI

MSCI Employee Trading Policy For Outside The Wall Personnel (excluding ESG)

MSCI

January 2022

****For all MSCI Offices****



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Information Classification: CONFIDENTIAL

MSCI

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I. Statement of purpose

This MSCI Employee Trading Policy (the "Policy") aims to prevent the appearance, and reality, of legal, business and ethical conflicts of interest, and to guard against the potential misuse of confidential information.

It is essential to you, as well as to the reputation and success of MSCI Inc. ("MSCI" or "the Firm"), that you understand this Policy and strictly adhere to it. This Policy supplements, but does not replace, the requirements set forth in the MSCI Code of Conduct, including any region-specific or other applicable supplements to the Code of Conduct. To the extent there is any conflict between this Policy and any other Firm policies or procedures that are applicable to you in each case you are subject to the most restrictive policies and procedures.

The Firm encourages long term investing by employees and strongly discourages short term and speculative trading. You may not engage in personal trading on a scale or of a kind that could distract you from your business responsibilities.

In order to engage in approved trading under this Policy, you must:

- trade only permitted products and securities;
- obtain any required approvals;
- make all required disclosures;
- refrain from trading any securities on a Restricted List;
- refrain from trading during any applicable Trading Blackout Period; and
- comply with applicable Holding Periods.

MSCI expects its employees to recognize and comply with the spirit of this Policy in addition to literal compliance with its terms. Therefore, you must also:

- avoid conduct that may give rise to an appearance of impropriety or of a conflict of interest; and
- never trade on the basis of material, non-public information.

If you have any questions about this Policy's meaning or application, please contact the MSCI Legal and Compliance Department.

II. Who is subject to the policy?

The Firm has implemented a Information Wall, or information barrier, around personnel who are involved in (or who have systems or information access relating to) the design, construction or maintenance of the MSCI Equity Indices. Such personnel are commonly referred to as being "Inside the Wall" or "ITW". All other personnel are commonly referred to as being "Outside the Wall" or "OTW". The



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INFORMATION WALL TRADING POLICY FOR OUTSIDE THE WALL PERSONNEL (EXCLUDING ESG)

Information Wall consists of physical separation as well as policies and procedures designed to regulate the flow of ITW information.

This Policy applies to all MSCI personnel (excluding ESG) who are Outside the Wall of the MSCI Equity Index business.

This Policy applies to all of your personal accounts, as well as all other accounts that you could reasonably be expected to be able to exercise influence or control (whether or not you actually have such influence or control). Examples of accounts you could reasonably be expected to influence or control and therefore are subject to this Policy include (but are not limited to) the following:

- all accounts of your spouse or domestic partner;
- all accounts of your, your spouse's or your domestic partner's dependent children;
- all trust accounts for which you act as trustee or which you otherwise guide or influence;
- all arrangements similar to trust accounts that benefit you directly or indirectly; and
- all corporate, partnership or custodian accounts controlled, directly or indirectly, by you.

If you are not sure whether you are Outside the Wall of the MSCI Equity Index business, consult the MSCI Compliance Department. Inside the Wall personnel are subject to a different Employee Trading Policy. ESG personnel are also subject to a different Employee Trading Policy.

III. Trading and account rules

A. THE COMPLIANCE PORTAL

MSCI maintains an online Compliance Portal. The Compliance Portal is used to make certifications and disclosures and to obtain approvals, as required by this Policy and the Code of Conduct. In some cases, brokerage account trading may also be monitored through the Compliance Portal.

B. PERMITTED PRODUCTS

You may trade in securities and financial instruments that are not prohibited by this Policy, the Code of Conduct or otherwise, subject to all the relevant restrictions set forth herein and therein.



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All trades are subject to the following requirements:

- you must pre-clear securities against the Firm's Restricted List immediately prior to placing a trade;
- you must comply with the applicable Holding Period requirements;
- transactions in MSCI stock or options must take place in a disclosed, approved brokerage account;
- you must avoid any appearance of impropriety or of any conflict of interest; and
- you must not trade, or recommend that others trade, in a security or other instrument while in possession of material, non-public information about the security or instrument.

C. TRADING RESTRICTIONS

The following restrictions are in addition to any other prohibitions or restrictions set forth in the Code of Conduct or any other applicable policies:

1. **Restricted List:** You may not trade securities while they are on the Firm's Restricted List. You must pre-clear securities against the Firm's Restricted List, using the Compliance Portal (Comply-Sci) page, immediately prior to placing a trade to confirm that the security is not restricted. Securities can be placed on the Restricted List for a variety of reasons, and in some cases can remain on the Restricted List for a long period of time. The Firm is not obligated to explain why a security is on the Restricted List, or to indicate when a security might come off the Restricted List. Exceptions to the Restricted List prohibition are rarely granted and only in exceptional circumstances. Price decline of a security is not a legitimate basis for requesting an exception to the Restricted List prohibition.
2. **Stop or Limit Orders:** You may not place stop or limit orders, except for same-day orders only.
3. **OTC Derivatives:** You may not trade in over-the-counter derivatives contracts, such as OTC options, futures, forwards, warrants or swaps.
4. **Transactions in MSCI Inc. Securities:** Trading in securities of MSCI Inc. is subject to the conditions and requirements set forth in the Supplement for



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Transactions in MSCI Inc. Securities, including trading blackout periods, holding periods and other requirements.

5. **Private Securities Transactions:** You may not engage in any private securities transactions without pre-approval from the MSCI Compliance Department. To seek approval, submit a request using the Compliance Portal. Private securities transactions include investments in privately held corporations, limited partnerships, tax shelter programs and other privately offered interests. Private Securities Transactions. Refer to the MSCI Directorships, Outside Activities and Private Securities Transactions Policy for further details.

6. Publicly Listed Real Estate Products:

Real Estate Employees

Real Estate Employees are defined for purposes of this Policy as those employees involved in MSCI's Private Real Estate product line who have knowledge of or access to either of the following before they are made publicly available ("Non-Public Real Estate Data"):

- information regarding the constituents of MSCI Private Real Estate Indexes (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)
- any client's or data provider's publicly listed real estate fund (including any Real Estate Investment Trust (REIT)) holdings information, including capital growth and rental income of portfolio properties, such as that contained in MSCI Private Real Estate products and services and /or data provider data.

Knowledge of or access to Non-Public Real Estate Data may allow an investor to trade on this information before such information is priced into a publicly listed real estate fund, a derivative of such fund, or a derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics).

Restrictions

- **Prohibitions**

Real Estate Employees are prohibited from purchasing:

- any publicly listed real estate fund (including REITs);



- any fund, derivative or other investment vehicle linked to an MSCI Private Real Estate Index (including "headline" or "standard indexes" as well as the "benchmark" indexes delivered as part of Enterprise Analytics)
- **Sale of Current Holdings**

Sales or transfers by Real Estate Employees of previously acquired publicly listed real estate product or their shares must be pre-approved by the Compliance Department through the Firm's Compliance Portal.

7. Client Portfolios and Product Launches:

- You may **not** buy or sell securities or other instruments on the basis of knowledge of a client's portfolio, potential trading positions, model portfolio scenarios or any client or MSCI product launch or plans.
- You may **not** "piggyback" or "front run" any client trades or potential trades.

8. OTW Consultants, Interns and Temps Working On-site or with Systems Access:

- On request, you must disclose your brokerage and non-brokerage trading accounts to the MSCI Compliance Department and provide copies of your account statements and trade confirmations.
- On request, all trades must be pre-approved by the MSCI Compliance Department.
- On request, you must comply with the Restricted List and the Holding Period requirements.

D. ACCOUNTS

1. Brokerage Accounts.

Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities.

A brokerage account is any account that can hold or execute transactions in equity or debt securities, foreign exchange, commodities or derivatives.

For example, stock or bond trading accounts are brokerage accounts. Accounts that can hold or execute transactions in exchange traded funds or closed end funds are also brokerage accounts for purposes of this Policy. Money market and open-end mutual fund only accounts are not brokerage accounts for



purposes of this Policy. If an account has a brokerage capability, even if you do not utilize it, it is considered a brokerage account for purposes of this Policy.

2. Accounts Holding MSCI Inc. Securities.

Any account holding MSCI securities is subject to the requirements of the Supplement for Transactions in MSCI Inc. Securities.

All employees receiving MSCI stock, RSUs or options as part of their MSCI compensation are provided an E*Trade account. MSCI stock and RSUs may only be held and traded through E*Trade or other designated brokers that report transactions to MSCI via the Compliance Portal for monitoring. Options in MSCI may only be transacted through the E*Trade account provided by the Firm. All transactions in MSCI Inc. securities must be pre-cleared and pre-approved via the Compliance Portal.

3. Non-Brokerage Accounts.

Examples of non-brokerage accounts include:

- **Mutual Fund Only Accounts.** Mutual fund only accounts do not have to be disclosed or maintained at a designated institution. Trading in a mutual fund only account, however, is subject to the Holding Period and Restricted List requirements of this Policy.
- **Cash Accounts.** Money market funds, insurance policies (including annuities), certificates of deposit (CDs), savings accounts and other cash management accounts are also not required to be disclosed or maintained at a designated institution. Additionally, the restrictions in this Policy such as Holding Periods do not apply to these types of instruments or accounts.
- **Physical Share Certificates.** If you hold securities in physical certificate form, you are not required to deposit them in a brokerage account. You may only sell those shares through a brokerage account, or by depositing the shares with the issuer of the security for sale if you have pre-cleared the security against the Restricted List.

4. Managed Accounts.

Generally, With prior authorization from the MSCI Compliance Department, you may open a managed account in which you grant full discretion to the manager or broker. Investments held in such fully discretionary managed accounts are not subject to the Holding Periods, Restricted List or other trading restrictions herein.



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You may not hold MSCI Inc. stock in a managed account and you must so inform the manager or broker.

You must obtain pre-approval using the Compliance Portal prior to opening any managed account. You will need to provide the MSCI Compliance Department with a copy of the management agreement that establishes the manager or broker has full discretion over the account and that the account may not trade MSCI Inc. stock.

Full discretion means:

- you may not participate, directly or indirectly, in individual investment decisions;
- you may not be made aware of individual investment decisions before transactions are executed;
- you have no influence in the purchase or sale of specific securities, and
- you may establish general investment guidelines for the manager or broker (e.g., indicating industries in which you desire to invest, the type of securities you want to hold and your overall investment objectives), but the guidelines may not be changed so frequently so as to allow you to direct, or give the appearance that you are directing, the investments in the account (guidelines may not be changed more frequently than quarterly).

5. Automatic Investment Plans.

- You may participate in automatic investment plans (e.g., a scheduled, recurring \$100 investment on the first day of every month in the same mutual fund) provided that you pre-clear the security against the Restricted List immediately prior to (i) the first time you purchase the security through the plan, (ii) your first election to reinvest and (iii) any decision to no longer invest/re-invest in the security.

Participation in the MSCI 401(k) or other Firm retirement or deferred compensation plan (or a spouse's or domestic partner's participation in his or her employer's plans), however, does not have to be disclosed as an automatic investment plan.

You may not invest in MSCI Inc. securities (MSCI) through an automatic investment plan unless pre-approved by the MSCI Compliance Department in accordance with the requirements set forth in the Supplement for Transactions in MSCI Inc. Securities.



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6. ESPPs/ESOPs.

Investments held through an employee stock purchase plan or employee stock option plan from a previous employer, or by a spouse or domestic partner at his or her employer, are permitted; however, trades are subject to the Holding Periods and Restricted List (for sales).

7. Tax Deferral Accounts.

- You are not required to rollover tax deferral accounts such as a 401(k) account from a previous employer to an MSCI plan or account.
- Trading in any tax deferral account is subject to the restrictions described herein, including with respect to the Restricted List and Holding Periods.

8. No Pooled Investment Clubs.

You may not participate in investment clubs in which members pool their assets to make investments in securities.

9. Additional Disclosure and Cooperation.

If requested, you will promptly provide the MSCI Compliance Department with documentation and any other requested information relevant to this Policy, such as trading activity, account holdings, account statements, trade confirmations and other account or trading information.

The Firm reserves the right to monitor your trading and investment activity. The Firm may request on your behalf, or require you to ensure, that duplicate account and trade confirmations and/or statements are sent to MSCI in the manner requested by the Firm. The Firm may also obtain trading and position data for your accounts either directly from the institution or from a third-party data collection vendor.

Transactions in your accounts may be reviewed by the Firm for a variety of factors such as frequency of trading; potential misuse of confidential information and conflicts of interest. The Firm also may provide information concerning transactions in your accounts to regulatory and governmental authorities.



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E. TRADING BLACKOUT PERIODS

1. **Blackouts for trading in MSCI Inc. Securities.** MSCI Inc. securities are subject to trading blackouts surrounding quarterly earnings announcements by MSCI. The scheduled trading blackouts, which are subject to change:
 - Begin at the close of trading on the 5th day of the last month of each fiscal quarter (March 5, June 5, September 5 and December 5); and
 - End at the beginning of the third full trading day following each quarterly earnings release by MSCI.

Please see the Supplement for *Transactions in MSCI Inc. Securities* for more details.

2. **Additional Trading Blackout Periods.** Additional trading blackout periods may be announced from time to time.

F. HOLDING PERIODS

1. All trades are subject to a minimum thirty (30) calendar day holding period or any longer holding period required by the relevant account or product.
2. Although you may trade listed derivatives such as listed equity options and listed index options, you may not trade any such instruments if by their terms they expire in less than 30 days. If the instrument has a term of greater than 30 days but is exercised (e.g., put or called) in less than 30 days by the counterparty, then you will not be in violation of the 30 day holding period requirement.
3. Transactions in MSCI Inc. securities have a 90 day holding period. For more details, see the Supplement for *Transactions in MSCI Inc. Securities*.

G. MISCELLANEOUS

1. **Additional Requirements.** The MSCI Compliance Department may modify this Policy and impose additional limitations or requirements on employee trading at any time, in its sole discretion.
2. **Trading Privilege Removal.** The Firm, in its sole discretion, reserves the right to cancel or instruct you to cancel any trade, without prior notice to you and at your expense. Additionally, the Firm may require you to freeze your positions due to potential conflicts of interest or the possible appearance of impropriety. The Firm may also, in its sole discretion, suspend or revoke your personal trading privileges at any time.



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DO NOT TRADE POUR TILL OUTSIDE THE WALL PERIOD UNLESS EXPLAINING ESSENTIAL INFORMATION

3. **Definitions of "Buy," "Sell" and "Trade."** As used in this Policy, the terms "buy," "sell" and "trade" and all derivations thereof include all transfers or exchanges, including gifts and charitable donations. For example, if you want to donate stock to a charity, unless otherwise approved by the General Counsel or his/her designee the donation must comply with all of the applicable terms of this Policy such as the Holding Periods and any notification and approval processes.
4. **Inheritances and Gifts.** If you inherit or are gifted any securities or other instruments or accounts covered by the terms of this Policy, you must make any necessary disclosures and transfers and take any other actions necessary to comply with the requirements of this Policy.

IV. Failure to comply

A. COMPANY DISCIPLINE

Violation of this Policy or insider trading or tipping laws may subject you to disciplinary action by the Firm up to and including termination for cause. A violation of this Policy is not necessarily a violation of law. The Firm's Policy is intended to be broader than the law. The Firm reserves the right to determine that specific conduct violates this Policy, whether or not the conduct also violates the law. It is not necessary for the Firm to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

Failure to comply with this Policy may (without limitation) result in one or more of the following as the Firm considers appropriate in the particular circumstances:

1. **Cancellation** or reversal of trades at your expense.¹
2. **Accounting** for and disgorgement of any profit from a transaction that violates the Policy.²
3. **Revocation**, suspension or restriction of trading privileges.

¹ Reversal of a trade means purchasing the same financial product in the same quantity that you sold or selling the same financial product in the same quantity that you bought.

² "Profit" may be measured in a number of ways, including by comparing the actual purchase or sale price of the transaction that violated this Policy with the purchase or sale price of the instrument at the beginning of the period when a transaction would not violate this Policy. For example, if a sale resulting in proceeds of \$100 occurred before the expiration of the applicable holding period would have resulted in proceeds of \$90, profit from the transaction could be measured at \$10.



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4. **Termination**, suspension from employment (with or without pay), reprimand or such other disciplinary action as the Firm considers appropriate in the circumstances.
 5. **Criminal**, civil, or regulatory proceedings and penalties, including damages, fines and sanctions.

B. REPORTING VIOLATIONS

Any person who violates this Policy or any applicable laws governing insider trading or tipping, or knows of any such violation by any other person must report the violation immediately to the General Counsel. Upon learning of any such violation, the General Counsel will determine whether the Firm should release any material non-public information, or whether the Firm should report the violation the SEC or other appropriate governmental authority.

V. Questions

Questions regarding this Policy may be directed to the MSCI Compliance Department.



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SUMMARY OF MSCI OUTSIDE THE WALL EMPLOYEE TRADING POLICY

Summary: This document summarizes certain requirements of the MSCI Outside the Wall Employee Trading Policy. It does not contain all the terms of the Policy and cannot be relied on in place of the entire Policy.

This Policy Applies to:

- All personnel who are classified Outside the Wall of the MSCI Index business
- All accounts which such a person could reasonably be expected to control or influence – including all accounts of a spouse, domestic partner, minor child or trust accounts

Brokerage Account Requirements:

- Brokerage accounts do not need to be disclosed or maintained at a designated institution, except for accounts holding MSCI Inc. securities
- Managed accounts in which you grant full discretion to your manager or broker are permitted with prior authorization from Compliance
- Accounts holding MSCI stock or options must be held at E*TRADE or one of the other brokerage firms designated by Compliance ("Designated Brokers"), and must be disclosed on the Compliance Portal

Restricted List:

- All trades must be pre-cleared against the Restricted List immediately prior to placing the trade in the Compliance Portal

Prohibited Products and Trades:

- No stop or limit orders, except for same day orders
- No OTC derivatives contracts, such as OTC options, futures, warrants and swaps

Holding Period:

- 30 days for all investments
- 90 days for any MSCI stock or options

MSCI Inc. Transactions:

- May only trade MSCI Inc. stock during specified Window Periods
- May not trade listed options on MSCI Inc. stock
- May not hold MSCI Inc. stock in margin accounts or managed accounts
- All trades must be pre-cleared against the Restricted List using the Compliance Portal immediately prior to placing the trade
- All trades must be pre-approved on the Compliance Portal no more than 2 days prior to trading

Compliance Portal

- The Compliance Portal can be accessed by typing "complianceportal/" into your MNET Internet Explorer browser



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Accounts and Investment Plans	
Brokerage Account Disclosure	Not Required
MSCI Stock Account Disclosure	Required
Designated Broker Requirement	Not Required
Mutual Fund Account Disclosure	(except for MSCI stock accounts)
Managed Accounts	Not Required
Automatic Investment Plans	Permitted, with prior approval (excluding MSCI stock)
Pooled Investment Clubs	Permitted
Products and Transactions	
Individual Stocks	Permitted
Corporate Bonds	Permitted
Sovereign Debt	Permitted
Mutual Funds and ETFs	Permitted
MSCI Stock	Permitted, during open window periods
Stop or Limit Orders	Permitted (same day only)
Listed Derivatives	Permitted (but note Holding Period applies)
OTC Derivatives	Not Permitted
IPOs	Permitted (but Holding Period Applies)
Private Securities Transactions	Permitted, with pre-approval
Short Selling	Permitted (excluding MSCI stock) but note Holding Period applies
Trading and Holding Periods	
Pre-Clearance	Required
Compliance Pre-Approval	Not Required (except for MSCI Stock, IPOs and Private Securities Transactions)
Holding Periods	30 days. 90 days for MSCI stock
Blackout Periods	MSCI stock blackouts



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Background Reference Guide

MSCI has partnered with HireRight to assist in your background check process. This is required as part of MSCI's global onboarding process to ensure a safe and secure workplace for all employees.

BEFORE YOU BEGIN

The process will take approximately 30 minutes.

You will need access to a scanner and desktop PC or laptop. Please do not use a tablet or mobile phone.

You are required to upload scanned copies of the following mandatory documents:

Passport (Latest)

NAN Card

Address card

Appointment/Offer Letters & Relieving letters from all the previous organisations

For Highest degree attained (Conversation certificate or Final Year Mark sheets)

Photos of documents taken on a mobile device are acceptable if they can be read clearly

National ID number section - If you have resided in another country (e.g. Hong Kong) you may be asked to provide your former Hong Kong Identity Number.

Email Invitation

You will receive an email from HireRight, with a link to initiate the process. Clicking the link will take you to the login page of the HireRight website.

Register and Complete the Online Form

Using the login provided in the email, register on the secure website and begin the screening process. [Please save your login details for later use.](#)

Checks to be conducted:

Identity verification

Educational and Professional Qualification verification

Employment History and References – last three years

Credit Check

Criminal check

Check before you submit

Please ensure you use the summary page to check the information entered and make any amendments before you sign the e-consent and submit your information to HireRight.

Contact from HireRight

HireRight's global representatives may contact you to request further documentation or clarification if any information is omitted.

Help

If you have any queries, please contact HireRight via:

Email: backgroundscreeningasia@hireright.com

If you wish to address any areas of concern, please contact your MSCI HR Team immediately.

Security

HireRight prides itself on its physical and data security, which include our online platform being accessed via SSL with secure 3-tier architecture, multi-layered firewalls and IDS protection, along with our own staff vetting amongst many other security measures.



NOMURA

Nomura Services India Private Limited
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 Mumbai - 400 058

Telephone: +91 22 3051 4755
 Facsimile: +91 22 3051 4711
 Website: nomura.com

24 June 2023

Mahima Agrawal
 Sandar Patel Institute of Technology
 Member - 400 058

Dear Mahima,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Corporate Technology Services division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 75,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 10 July 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 15 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship, you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyright(s) made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any intellectual rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.

Nomura Services India Private Limited
 registered office No. 107, Oberoi Business Center
 A member of the Nomura group of companies



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NOMURA

Nomura Services India Private Limited
Mumbai - 10th Floor, Pavan Bhawan, Colaba Mumbai - 400 005, India

Telephone: +91 22 3053 4629
Facsimile: +91 22 3053 2111
Website: www.nomura.com

For the purpose of your internship you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any claim, suit, practice of payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events: (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna** Digitally signed by
Reshma Khanna
Date: 2023 06 23
17:18:17 +05'30'

Reshma Khanna
Executive Director – Human Resources



Nomura Services India Private Limited
Registered in India No. 0722090240104423
A member of the Nomura Group of Companies

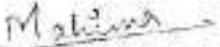
NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 075, India.

Telephone: +91 22 3053 4008
Facsimile: +91 22 3053 2111
Website: www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 075.

I accept the terms and conditions contained in this letter of internship.

Signature 
Mahima Agrahan

Date: 27/05/2023



Nomura Services India Private Limited
Regd. Office in India No. U77700MH102470247843
A member of the Nomura Group of companies

Nomura Services India Private Limited
Wincanton - 10th Floor, Powai Business District, Powai
Mumbai - 400 076, India

Telephone: +91 22 3052 4226
Facsimile: +91 22 3052 7111
Website: www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District,
Powai, Mumbai - 400 076



A handwritten signature in blue ink, appearing to read "Mr. [Signature]".

NOMURA

Nomura Services India Private Limited
 Winchester - 10th Flr, Powai Business District, Powai,
 Mumbai - 400 076, India

Telephone: +91 22 3051 426
 Facsimile: +91 22 3051 2111
 Website: www.nomura.com

22 June 2023

Nikhil Ashok Mehta
 Sardar Patel Institute of Technology
 Mumbai - 400 058

Dear Nikhil,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Global Markets IT division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement, and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 75,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 10 July 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.



Nomura Services India Private Limited
Widchester - 10 Floor, PwC, Business Center, Powai
Mumbai - 400 078, India

Telephone: +91 22 661 4046
Facsimile: +91 22 661 2111
Website: www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events; (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

Reshma Khanna Digitally signed by
 Reshma Khanna
 Date: 2023.06.23
 17:16:05 +05'30'

Reshma Khanna
Executive Director – Human Resources



NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Mumbai
Mumbai - 400 076, India.

Telephone: +91 22 3951 6644
Fax: +91 22 3951 2111
Website: www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature: 
Nikhil Ashok Maurya

Date: 27/04/23





Nomura Services India Private Limited
Registered in India No. 107280MH05DAPTC00313
A member of the Nomura group of companies.

NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India

Telephone +91 22 3373 4656
Facsimile +91 22 3353 2111
Website www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester - 10th Floor, Powai Business District,
Powai, Mumbai - 400 076



NOMURA

Nomura Services India Private Limited
 Address: 107 First Floor, One Business Center, Powai
 Mumbai - 400 078, India

Telephone: +91 22 4000 0000
 Facsimile: +91 22 4000 0111
 Website: www.nomura.com

22 June 2023

Rink Ragheda Maheshwari
 Sardar Patel Institute of Technology
 Mumbai - 400 058

Dear Rink,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Corporate Technology Services division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 75,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 10 July 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.



NOMURA

Nomura Services India Private Limited
Wing A - 10/F, Four Point Business District Park
Mumbai - 400 076 India

Telephone: +91 22 7153 4625
Facsimile: +91 22 7153 7111
Website: www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

The firm may terminate this internship at any time (without cause, reason and penalty), upon 7 days prior notice ("Notice Period"). Notwithstanding the said Notice Period, the firm may terminate your internship immediately upon occurrence of any of the following events: (a) If the firm deems your performance to be unsatisfactory or not in accordance with these terms and conditions; (b) If you fail to clear background check as carried out by the Firm; (c) If you fail to satisfy any of the terms and conditions of this letter; and (d) If you breach any of the firm's policies, any obligations relating to confidentiality, intellectual property. In an event you're unable to intern during the Notice Period while the firm requires you to do so, then you shall be liable to pay to the firm an amount equivalent to your stipend for the said period.

The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**

Digitally signed by
Reshma Khanna
Date: 2023.06.23
17:16:32 +05'30'

Reshma Khanna
Executive Director – Human Resources



NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India

Telephone : +91 22 3861 4026
Faxline : +91 22 3861 2111
Website : www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature:

Ritik Rajendra Maheshwari

Date: 27 June 2023



Nomura Services India Private Limited
Winchester - 10th Floor Powai Business District Powai
Mumbai - 400 076, India

Telephone +91 22 3061 4626
Facsimile +91 22 3061 2111
Website www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gaurav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester – 10th Floor, Powai Business District,
Powai, Mumbai – 400 076



A handwritten signature in black ink, appearing to read "Uma", written over a blue horizontal line.

NOMURA

Nomura Services India Private Limited
 Winchester - 10th Floor, Powai Business District, Powai
 Mumbai - 400 078, India

Telephone: +91 22 3062 4026
 Facsimile: +91 22 3062 7111
 Website: www.nomura.com

22 June 2023

Titas De
 Sardar Patel Institute of Technology
 Mumbai - 400 058

209

Dear Titas,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Corporate Technology Services division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 75,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 10 July 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period, please notify us before signing this letter.

You shall be eligible to take 1.5 days of leave in a calendar month applicable cumulatively for the term of your internship, together with relevant public holidays, subject to prior written approvals from your reporting manager.

You will be eligible for additional study leave subject to prior written approvals from the firm. You will be required to resume your internship after the completion of your study leave. If at any point in time you exceed the specified days of leaves during your internship then you will be required to put in additional days of work to complete the above mentioned months of internship.

All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.



Nomura Services India Private Limited
Wing C, 10th Floor, Powai Business District, Powai
Mumbai - 400 076, India

Telephone: +91 22 3053 4620
Fax: +91 22 3053 2111
Website: www.nomura.com/india

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

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The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**

Digitally signed
by Reshma
Khanna
Date: 2023.06.23
17:19:09 +05'30'

Reshma Khanna
Executive Director – Human Resources



Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Powai,
Mumbai - 400 076, India

Telephone: +91 22 3063 4626
Facsimile: +91 22 3063 2113
Website: www.nomura.com

Should you decide to accept our offer of internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Powai, Mumbai- 400 076.

I accept the terms and conditions contained in this letter of internship.

Signature:

Titas De

Date:



A handwritten signature in blue ink, appearing to read "Titas De", written over a blue horizontal line.

Nomura Services India Private Limited
 Winchester – 10th Floor, Powai Business District, Powai,
 Mumbai - 400 076, India

Telephone: +91 22 3853 9679
Faxline: +91 22 3853 2111
Website: www.nomura.com

Annexure

As part of the joining formality we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs.
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to

Gaurav Phukan,
 Human Resources,
 Nomura Services India Private Limited,
 Winchester – 10th Floor, Powai Business District,
 Powai, Mumbai – 400 076



1636

NOMURA

Nomura Services India Private Limited
10th Floor, Shriram Business Park, Dombivli (E),
Mumbai - 401 118
Phone: +91 22 6740 1000
Fax: +91 22 6740 1010
Web: www.nomura.com

Telephone: +91 22 6740 1000
Fax: +91 22 6740 1010
Web: www.nomura.com

22 June 2023

Vishal Devadas Patel
Sardar Patel Institute of Technology
Mumbai - 400 058

Dear Vishal,

Congratulations on receiving our offer of internship with Nomura Services India Private Limited ("the firm") in Global Markets IT division. We seek individuals with a distinguished record of achievement, superior leadership skills and commitment to excellence. Throughout our meetings, you have demonstrated these qualities, and we are confident that you will be a strong contributor to our firm.

For the avoidance of doubt, this is a volunteer work placement and you shall not have any employment relationship with the firm. Please understand that the terms and conditions of your internship are governed by the standard firm policies. Among other stipulations, this offer of internship is contingent upon the successful completion of reference checks and you satisfactorily meeting all pre-internship requirements and producing identification to verify your identity.

The firm will provide you with a stipend of INR 75,000 per month, less applicable tax withholdings, as soon as practicable following your internship start date. You will not be entitled to this payment if you fail to commence internship with the firm on the anticipated start date.

This offer of internship is based on your commitment to work exclusively for Nomura for a minimum 25 weeks period beginning on 10 July 2023. It is important that you work the entire period so that we may involve you in a variety of assignments and properly evaluate your potential contribution to the firm. If for any reason you are unable to commit to the 25 weeks period please notify us before signing this letter.

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All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship will be and remain the exclusive property of the firm and to the extent necessary you assign any potential rights relating thereto to the firm. This includes but is not limited to all research and research products, firm templates, training materials and presentations, "know-how" developed in spreadsheets and systems developments.

Yours faithfully,
Amit Patel
Executive Director
Sardar Patel Institute of Technology



Nomura Services India Private Limited
Plot No. 17, Five Point Business District, Powai
Mumbai - 400 074, India

Telephone: +91 22 3053 4029
Fax: +91 22 3053 2111
Website: www.nomura.com

For the purpose of your internship, you may be required to process Personal Information. "Personal Information" means information concerning a living person and includes the full name, date of birth and any other description that can be used to identify a particular person. You agree not to disclose any Personal Information to any third party or agent who does not need to have access to the same in order for you to perform your work as an intern or use Personal Information for any other purpose other than your Internship without the firm's prior consent. You will take all necessary measures to protect any Personal Data processed by you against unauthorized or unlawful processing, accidental loss, leakage or destruction and notify the firm immediately if a leak, loss or abuse of Personal Information or any such breach is discovered by you. You shall hold harmless and indemnify the firm against any loss suffered by it as a result of any breach by you of the provisions of this clause.

You will be eligible for medical insurance coverage for self upto INR 300,000/- per year.

The firm may procure commercial general liability insurance or such other insurance cover as it may require in connection with the internship. You hereby agree that if for any reason you receive any payments by way of compensation or costs or in any other manner under the relevant insurance policy, you shall promptly repay/refund such amounts to the firm in such manner as may be prescribed by the firm. You shall not without the prior consent in writing from the firm make any admission, offer, promise or payment in connection with any claim against you by any third party in connection with the insurance procured by the firm and the firm if it so desires, shall be entitled to take over and conduct in the name of the firm the defense or settlement of any claim.

You agree to indemnify the firm, its officers and its affiliates from and against any claim, action or damages arising out of your work and/or a breach of the terms of this letter.

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The terms and conditions of this letter of internship shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this letter of internship shall be resolved by binding, final arbitration in Mumbai, pursuant to the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

Sincerely,

**Reshma
Khanna**

Digitally signed by
Reshma Khanna
Date: 2023.06.23
17:20:48 +05'30'

Reshma Khanna
Executive Director – Human Resources



NOMURA

Nomura Services India Private Limited
Winchester - 10th Floor, Powai Business District, Mumbai
Mumbai - 400 076, India

Telephone +91 22 363 0028
Facsimile +91 22 363 2111
Website www.nomura.com

Should you decide to accept our offer of Internship, kindly sign below and return a copy of the signed letter to Gaurav Phukan, Nomura Services India Private Limited, Winchester - 10th Floor, Powai Business District, Mumbai, Mumbai - 400 076.

I accept the terms and conditions contained in this letter of Internship.

Signature: 
Vishal Devidas Padma

Date: 24/06/2013



NOMURA

Nomura Services India Private Limited
Address: 107 Chhatrapati Shivaji Terminus,
Mumbai - 400 001, India.

Telephone: 022 2203 4000
Fax: 022 2203 4011
Mobile: 09869240101

Annexure

As part of the joining formalities we would require you to sign and submit the following set of documents:

1. Signed Copy of Offer Letter
2. 2 passport size photographs
3. Forms
 - a. Background Verification Form
 - b. Letter of Authorization
 - c. Confidentiality Undertaking
 - d. Personal Information Collection Statement

Kindly send the above documents within such time as requested by the Company to:

Gourav Phukan,
Human Resources,
Nomura Services India Private Limited,
Winchester – 10th Floor, Powai Business District,
Powai, Mumbai – 400 076



A handwritten signature in blue ink, consisting of stylized letters, written over a solid blue horizontal line.



Privileged & Confidential

Date: July 26, 2023

Student Full Name: Shivani Dharamarajan Eranjikal

Student Email: eranjikal.s@gmail.com

Student Mobile: 9833091012

Address: 701 - A wing, Neelyog Anand, Laxmi Nagar, Ghatkopar East, Mumbai - 400075, Landmark: Opposite Mhada Building

2/2

Addendum to Letter of Intent ("Addendum")

Dear Shivani,

This Addendum is in furtherance to the Letter of Intent ("LOI") dated Sept 2, 2022 issued to you by Quantiphi Analytics Solutions Private Limited ("Company") expressing its intent to offer a position of internship with the Company subject to the issuance of an actual offer internship letter by the Company.

Whereas, prior to joining the internship programme with the Company, as a part of the pre-onboarding requirement, you are required to undergo a learning programme through a Company provided PAQ^T (Prepare, Ask Hugo, Qonnect), Udemy and EasyQ portals ("Learning Portal") until successfully joining as an Intern in the Company or otherwise as communicated by the Company in writing ("Pre-Joining Period").

Whereas, for your benefit & knowledge, and in order to enable you to start your learning journey, the Company in good faith and its own cost, agrees to provide you with access to the Learning Portal and a sub-domain email id ("Email"), subject to the terms of this Addendum.

In consideration of the foregoing, you represent, covenant, and agree that access and usage to the Learning Portal, and the Email shall be subject to the following terms and conditions:

- a. You shall at all times, comply with all applicable IT/InfoSec policies & guidelines of the Company including any instructions/directions issued by the Company from time to time. Any content created or transmitted or stored in the Email shall be deemed to be the property of the Company. The Company reserves the right to monitor the usage of the Email.
- b. The Email shall only be used to access the Learning Portal and for other related purposes as authorized by the Company. You shall not send/transmit any confidential information of the Company to any person without prior authorization.
- c. You shall exercise prudence and care while using the Email and shall not use or cause to be used, the Email for any illegal or inappropriate purposes including:
 - (i) Signing up for any illegal, prohibited, or unsafe websites and services
 - (ii) Sending unauthorized communication including marketing content or solicitation emails
 - (iii) Sending defamatory, discriminatory or explicit messages and content



Privileged & Confidential

- (iv) Spamming other people's emails, including other interns/workers/contractors.
 - (v) Signing up for unrelated newsletters, social media and other services.
 - (vi) Using the Email for any personal use or gains.
 - (vii) Opening attachments or clicking on suspicious links when content is not adequately explained, or with clickbait titles or from unknown senders etc.
 - (viii) Represent yourself to any third party or any person as being related to the Company in any capacity.
- d. You shall immediately report any problems/issues that you may encounter while using the Email to the Company's IT department by writing to facilities@quantiphi.com.
- e. You shall be solely responsible for the consequences arising out of usage of the Email assigned to you including acts or omission or negligent usage of the Email.
- f. You shall always comply with the applicable laws, and shall not commit any act/s or omission using the Email which could be held as illegal or may amount to cybercrime, or search/watch any explicit or prohibited content on it, post defamatory/illegal content etc.
- g. You understand that appropriate usage of the Email is required for protecting the Company's reputation, improving information security, adherence to regulatory compliance etc., and any infringement thereof would cause irreparable loss to the Company, which may not be quantifiable. You shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including advocate fees incurred by the Company) that arise out of or by reason of any act or omission on your part while using the Email which is not in accordance with the terms herein.
- h. The material in the Learning Portal's being shared is purely for your individual consumption and shall not be shared with any third party. You shall at all times comply with and adhere to the Learning Portal's terms of usage.
- i. You acknowledge that until a formal offer letter is signed, the Letter of Intent or this Addendum shall not be deemed to constitute an internship or offer of employment or any other contractual relationship with the Company.
- j. You understand, agree and consent that the assignment of Email is solely for your learning purpose and until you are successfully onboarded as an intern with the Company, you shall not receive any stipend, if any or any form of consideration from the Company. Further, the Pre-Joining Period shall not be factored while considering the period of internship with the Company, or any benefits arising thereof. You acknowledge that you shall be regarded as an intern/employee of the Company only after execution of an internship letter/employment letter, as the case may be with the Company and upon successfully onboarded as per Company's process.
- k. In case you violate or infringe any terms of this Addendum including the Letter of Intent, the Company may, at its discretion, rescind the Letter of Intent/Addendum without any further notice or compensation to you.



- I. The Company may rescind this Addendum and your access to Learning Portal / Email at any time without any notice or assigning any reasons thereof in case of any violation of terms herein.
- m. The Company would periodically give instructions/directions/update the terms of usage of Email & access to Learning Portal, and all such instructions/directions/terms and conditions informed shall be read as terms hereunder this Addendum and shall be binding upon you.
- n. You hereby authorize and provide consent to the Company to process your personal information i.e., collect, receive, possess, store, deal, handle, or to transfer as per applicable laws during the Pre-Joining Period and during your internship, and thereafter for any legitimate activity or purpose of the Company. You shall be solely responsible for the authenticity or correctness of any information provided to the Company.

Privileged & Confidential

By signing this Addendum, you hereby accept and agree to the terms set forth above. These terms shall be supplemental to the terms of the Letter of Intent.

Kindly note that all other terms and conditions as stated in the Letter of Intent shall remain unchanged.

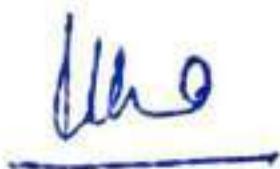
For the Company,



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



[Student Signature]
Shivani Dharamarajan Eranjikal





Privileged & Confidential

Date: July 26, 2023

Student Full Name: Tirsha Asim Das

214

Student Email: tish.das58@gmail.com

Student Mobile: 9145495331

Address: D-113 Satyam Complex, Sundar Nagar, Vijay Nagar, Tulinj Road, Near Z.P Marathi School, Nallasopara (East), District - Palghar, Pincode - 401209

Addendum to Letter of Intent ("Addendum")

Dear Tirsha;

This Addendum is in furtherance to the Letter of Intent ("LOI") dated Sept 2, 2022 issued to you by Quantiphi Analytics Solutions Private Limited ("Company") expressing its intent to offer a position of internship with the Company subject to the issuance of an actual offer internship letter by the Company.

Whereas, prior to joining the internship programme with the Company, as a part of the pre-onboarding requirement, you are required to undergo a learning programme through a Company provided PAQI (Prepare, Ask Hugo, Connect), Udemy and EasyQ portals ("Learning Portal") until successfully joining as an Intern in the Company or otherwise as communicated by the Company in writing ("Pre-Joining Period").

Whereas, for your benefit & knowledge, and in order to enable you to start your learning journey, the Company in good faith and its own cost, agrees to provide you with access to the Learning Portal and a sub-domain email id ("Email"), subject to the terms of this Addendum.

In consideration of the forgoing, you represent, covenant, and agree that access and usage to the Learning Portal, and the Email shall be subject to the following terms and conditions:

- You shall at all times, comply with all applicable IT/InfoSec policies & guidelines of the Company including any instructions/directions issued by the Company from time to time. Any content created or transmitted or stored in the Email shall be deemed to be the property of the Company. The Company reserves the right to monitor the usage of the Email.
- The Email shall only be used to access the Learning Portal and for other related purposes as authorized by the Company. You shall not send/transmit any confidential information of the Company to any person without prior authorization.
- You shall exercise prudence and care while using the Email and shall not use or cause to be used, the Email for any illegal or inappropriate purposes including:
 - Signing up for any illegal, prohibited, or unsafe websites and services
 - Sending unauthorized communication including marketing content or solicitation emails
 - Sending defamatory, discriminatory or explicit messages and content



- (iv) Spammering other people's emails, including other interns/workers/contractors
- (v) Signing up for unrelated newsletters, social media and other services
- (vi) Using the Email for any personal use or gains
- (vii) Opening attachments or clicking on suspicious links when content is not adequately explained, or with clickbait titles or from unknown senders etc.
- (viii) Represent yourself to any third party or any person as being related to the Company in any capacity.

- d. You shall immediately report any problems/issues that you may encounter while using the Email to the Company's IT department by writing to facilities@quantiphi.com.
- e. You shall be solely responsible for the consequences arising out of usage of the Email assigned to you including acts or omission or negligent usage of the Email.
- f. You shall always comply with the applicable laws, and shall not commit any act/s or omission using the Email which could be held as illegal or may amount to cybercrime, or search/watch any explicit or prohibited content on it, post defamatory/illegal content etc.
- g. You understand that appropriate usage of the Email is required for protecting the Company's reputation, improving information security, adherence to regulatory compliance etc., and any infringement thereof would cause irreparable loss to the Company, which may not be quantifiable. You shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including advocate fees incurred by the Company) that arise out of or by reason of any act or omission on your part while using the Email which is not in accordance with the terms herein.
- h. The material in the Learning Portal's being shared is purely for your individual consumption and shall not be shared with any third party. You shall at all times comply with and adhere to the Learning Portal's terms of usage.
- i. You acknowledge that until a formal offer letter is signed, the Letter of Intent or this Addendum shall not be deemed to constitute an internship or offer of employment or any other contractual relationship with the Company.
- j. You understand, agree and consent that the assignment of Email is solely for your learning purpose and until you are successfully onboard as an intern with the Company, you shall not receive any stipend, if any or any form of consideration from the Company. Further, the Pre-Joining Period shall not be factored while considering the period of internship with the Company, or any benefits arising thereof. You acknowledge that you shall be regarded as an intern/employee of the Company only after execution of an internship letter/employment letter, as the case may be with the Company and upon successfully onboarding as per Company's process.
- k. In case you violate or infringe any terms of this Addendum including the Letter of Intent, the Company may, at its discretion, rescind the Letter of Intent/Addendum without any further notice or compensation to you.



Privileged & Confidential

1. The Company may rescind this Addendum and your access to Learning Portal / Email at any time without any notice or assigning any reasons thereof in case of any violation of terms herein.
- m. The Company would periodically give instructions/directions/update the terms of usage of Email & access to Learning Portal, and all such instructions/directions/terms and conditions informed shall be read as terms hereunder this Addendum and shall be binding upon you.
- n. You hereby authorize and provide consent to the Company to process your personal information i.e., collect, receive, possess, store, deal, handle, or to transfer as per applicable laws during the Pre-Joining Period and during your internship, and thereafter for any legitimate activity or purpose of the Company. You shall be solely responsible for the authenticity or correctness of any information provided to the Company.

By signing this Addendum, you hereby accept and agree to the terms set forth above. These terms shall be supplemental to the terms of the Letter of Intent.

Kindly note that all other terms and conditions as stated in the Letter of Intent shall remain unchanged.

For the Company

Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

[Student Signature]
Tirsha Asim Das





July 03, 2023

Ms. Jasmit Gharat

Subject: Internship Offer

215

Dear Jasmit Gharat,

Further to your application and subsequent discussions, we are pleased to offer you an internship for six months in our organization.

Your internship period will be from July 03, 2023 to January 03, 2024. You will report to Amit Talekar, Delivery Manager and will be based at our INDEC Office, Mumbai.

In case either you or the Company wanting to terminate your services, you will be required to serve working notice of one month.

You will be paid a stipend of Rs. 20,000/- per month (Rupees Twenty Thousand Only) during this period.

Wishing you the very best!

Yours sincerely,

for GRINDWELL NORTON LIMITED

Anwesa Sen

Head – Human Resources





July 03, 2023

Ms. Payal Save

212

Subject: Internship Offer

Dear Payal Save,

Further to your application and subsequent discussions, we are pleased to offer you an internship for six months in our organization.

Your internship period will be from July 03, 2023 to January 03, 2024. You will report to Snehal Gahewar, Software Engineer and will be based at our INDEC Office, Mumbai.

In case either you or the Company wanting to terminate your services, you will be required to serve working notice of one month.

You will be paid a stipend of Rs. 20,000/- per month (Rupees Twenty Thousand Only) during this period.

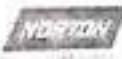
Wishing you the very best!

Yours sincerely,

for GRINDWELL NORTON LIMITED

Anwesa Sen

Head – Human Resources



July 03, 2023

Ms. Raashi Gupta

Subject: Internship Offer

212

Dear Raashi Gupta,

Further to your application and subsequent discussions, we are pleased to offer you an internship for six months in our organization.

Your internship period will be from July 03, 2023 to January 03, 2024. You will report to Anand Kumar, Delivery Manager and will be based at our INDEC Office, Mumbai.

In case either you or the Company wanting to terminate your services, you will be required to serve working notice of one month.

You will be paid a stipend of Rs. 20,000/- per month (Rupees Twenty Thousand Only) during this period.

Wishing you the very best!

Yours sincerely,

for GRINDWELL NORTON LIMITED

(Signature)



(Signature)

Anwesa Sen

Head – Human Resources



Office no 205, Lodha Supremus,
Road No 22, Wagle Estate.
Thane (W) - 400604.

Tel.: 8591719662
Email: admin@prodigydx.in

1st August 2023

OFFER LETTER

Dear Ms. Neha Sabrin T K,

Further to the interview you had with us, we are pleased to offer you the position of **Software Tester Intern** in our Organization.

The term of your employment will be as follows:

1. Your annual compensation package shall be Rs.120000 (One Lac Twenty Thousand Only). The details of the same are as per the annexure attached. In turn you agree to devote your full business time, attention, skill and effort exclusively to perform the duties assigned.
2. Your salary package will remain the same as mentioned above till the time you are at the base location. Once you are shifted at the client location the salary will be updated according to the client.
3. You shall be eligible for 7 days of paid leave excluding the 9 holidays declared by the company at the beginning of every calendar year after 6 months to 1 year of probation period.
4. On termination/completion of the association for any reason whatsoever, you shall immediately surrender to the company all books, software, literature, documents, files, originals, or otherwise and the other property of the company given to you or which you may come into your possession in the course of your association with the company.
5. You shall not disclose, divulge or discuss at any time either during the currency of the association or thereafter, any secret, transaction of information in our business which may come within your knowledge or possession in the course of your association, without the written consent of the company unless such information has been made generally available to the public.
6. In case of non-performance the employer has every right to terminate the contract with immediate effect.
7. In case of any security information shared outside the company the employer has right to terminate the contract & the legal action will be taken against the concerned parties.
8. In case of any non-disciplinary conduct the employer has every right to terminate the contract with immediate effect.




www.prodigydx.in

Office no 205, Lodha Supremus,
Road No 22, Wagle Estate.
Thane (W) - 400604.

Tel : 8591719662
Email : admin@prodigydx.in

9. In any misbehavior circumstances, company can discontinue the association without prior notice.

10. Notice period from either side shall be of 30 days.

11. Salary will be credited on 10th of every month.

You shall submit the following documents for our records on the date of joining

- Photo copy of your Passport/PAN card/Voter ID card/Driving License.
- Photo copy of your educational mark sheets/certificates last attended.

You will join the organization on 1st August 2023. This offer is subject to you producing the above-mentioned documents.

For ProdigyDX Pvt Ltd

I accept the above offer

Akshay Wagh

Ms. Neha Sabrin T K



Neha

Office no 205, Lodha Supremus,
 Road No 22, Wagle Estate.
 Thane (W) - 400604.

Tel.: 8591719662
 Email: admin@prodigydx.in

SALARY ANNEXURE:

Name: Ms. Neha Sabrin T K	Designation: Software Tester Intern	
Salary Components	Amount (Rs.)	
Monthly Salary	Per Month	Per Annum
BASIC	4000.00	48000.00
MEDICAL REIMBURSEMENT	1000.00	12000.00
HOUSE RENT ALLOWANCE	1000.00	12000.00
CONVEYANCE	1000.00	12000.00
OTHER ALLOWANCE	3000.00	36000.00
<u>TOTAL ANNUAL CTC</u>	<u>10000.00</u>	<u>120000.00</u>



(229)

CODE B Solutions Pvt Ltd

August 01, 2023

Dear Hareesh Gayakhe,

Welcome to CODE B Solutions Pvt Ltd.

On behalf of **CODE B Solutions Pvt Ltd**, we are pleased to confirm its offer to you as a Software Engineer with a starting date not later than **16th August, 2023**. You will report to **Riddhesh Ganatra**.

We are sure you would find your career with CODE B Solutions Pvt Ltd challenging and rewarding.

Remuneration

Your Remuneration (Gross) for Internship/Probation Period (180 days) shall be INR 15,050 including all allowances. After the Internship/Probation Period, depending on your performance, we can start your salary from INR 15,050 to INR 25,000 per month / extend internship / Discontinue.

Your Remuneration for 2nd & 3rd Year including all allowances depending on performance shall be as follows:

1. 2nd Year - INR 420,000 p.a (CTC)
2. 3rd Year - INR 540,000 p.a (CTC)

Taxation

Your income in India will be subject to tax deduction at source in accordance with obligations and rulings set out by the Tax Laws of India and other statutory dues as applicable.





TPO S.P.I.T. <tpo@spit.ac.in>

RE: [EXTERNAL] Re: MCA or BE/BTech Intern Hiring 2023 - BNP Paribas India Solutions - SPIT - Final Selects & Pending Status

10 messages

JOSHI Pooja <pooja.joshi@asia.bnpparibas.com>

Mon, Nov 28, 2022 at 11:0

To: "S.P.I.T. TPC" <tpc@spit.ac.in>

Cc: "TPO S.P.I.T." <tpo@spit.ac.in>, Mayank Mali <mayank.mali@spit.ac.in>

Dear Mr. Sikka, Mayank,

Good Morning,

We are very glad to confirm following names as final selects for internship with us . **Kindly confirm their acceptance by today 6:00pm latest and stop them from sitting for a other internship opportunities.**

Some interviews are pending and we will share their results will be shared in this week too.

For selected candidates :- Please share soft copy of the following documents by tomorrow 4:00pm:-

- 1.) Pan Card(Mandatory). If the candidate does not have pan card then Pan Application is mandatory.
- 2.) Passport First & Last Page (if the candidate possesses)

College Name	Hiring Location	Name	Gender	Final Status
SPIT	Mumbai	Kevalkumar Limbani	Male	Selected

SPIT	Mumbai	Sarvesh Shridhar Jare	Male	Selected
SPIT	Mumbai	Onkar Sudhakar Tatkare	Male	Selected
SPIT	Mumbai	Shubham Patil	Male	Selected
SPIT	Mumbai	Siddhant Jayant Pande	Male	Selected
SPIT	Mumbai	Srushti Nanadu Panchbhai	Female	Selected
SPIT	Mumbai	Sumit Kulkarni	Male	Selected
SPIT	Mumbai	Tejas Shailendra Kamble	Male	Selected
SPIT	Mumbai	Vaibhav Balasaheb Kamble	Male	Selected
SPIT	Mumbai	Vishal Iohar	Male	Selected
SPIT	Mumbai	Yugandhara Wadikar	Female	Selected
SPIT	Mumbai	Abhishek Bawachkar	Male	Selected
SPIT	Mumbai	Aditya Bapat	Male	Selected
SPIT	Mumbai	Ankita Selokar	Female	Selected
SPIT	Mumbai	Ashish Rajguru	Male	Selected
SPIT	Mumbai	Rutik Bhupal Dhere	Male	Selected
SPIT	Mumbai	Saieal Mahendra Sawant	Male	Selected
SPIT	Mumbai	Mayur Gajanan Dhevale	Male	Selected

SPIT	Mumbai	Bhumesh Bodalia	Male	Selected
SPIT	Mumbai	Deval Nayak	Male	Selected
SPIT	Mumbai	Devvrat Suktel	Male	Selected
SPIT	Mumbai	Ganesh Chaudhari	Male	Selected
SPIT	Mumbai	Jalaj Porwal	Male	Selected
SPIT	Mumbai	Jay Umesh Oswal	Male	Selected

Many thanks.

Thanks and Regards,

Pooja.G.Joshi.

Classification : Confidential

From: JOSHI Pooja

Sent: Friday, November 18, 2022 7:37 AM

To: S.P.I.T. TPC <tpc@spit.ac.in>



TPO S.P.I.T. <tpo@spit.ac.in>

RE: [EXTERNAL] Re: MCA or BE/BTech Intern Hiring 2023 - BNP Paribas India Solutions - SPIT - Final Selects & Pending Status

10 messages

JOSHI Pooja <pooja.joshi@asia.bnpparibas.com>

Mon, Nov 28, 2022 at 11:0

To: "S.P.I.T. TPC" <tpc@spit.ac.in>

Cc: "TPO S.P.I.T." <tpo@spit.ac.in>, Mayank Mali <mayank.mali@spit.ac.in>

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SPIT	Mumbai	Sumit Kulkarni	Male	Selected
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SPIT	Mumbai	Jay Umesh Oswal	Male	Selected

Many thanks.

Thanks and Regards,

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Classification : Confidential

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Sent: Friday, November 18, 2022 7:37 AM

To: S.P.I.T. TPC <tpc@spit.ac.in>



TPO S.P.I.T. <tpo@spit.ac.in>

RE: [EXTERNAL] Re: MCA or BE/BTech Intern Hiring 2023 - BNP Paribas India Solutions - SPIT - Final Selects & Pending Status

10 messages

JOSHI Pooja <pooja.joshi@asia.bnpparibas.com>

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Cc: "TPO S.P.I.T." <tpo@spit.ac.in>, Mayank Mali <mayank.mali@spit.ac.in>

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Many thanks.

Thanks and Regards,

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Classification : Confidential

From: JOSHI Pooja

Sent: Friday, November 18, 2022 7:37 AM

To: S.P.I.T. TPC <tpc@spit.ac.in>

2022 RELEASE UNDER E.O. 14176

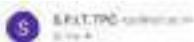
----- Personal message -----
From: Billy Kuehne <kuehne@redhat.com>
Date: Thu, 16 Sep 2021, 16:57
Subject: Re: Initiator to pay Payment - Oracle Cloud Business Services Invoicing Payment Process
To: Oracle Cloud Business Services Invoicing Payment Process <kuehne@redhat.com>
Cc: Daniel Kuehne <kuehne@redhat.com>

11-88-

Please tell us the size of the website audience. The size corresponds to the number of unique visitors per month.

#	Aut Name	Email ID	Subscription Status	Month	Entered Date
1	John Doe	john.doe@example.com	ENCL	12/2023	2023-12-01
2	Jane Smith	jane.smith@example.com	ENCL	12/2023	2023-12-01
3	Alexander White	alexander.white@example.com	ENCL	12/2023	2023-12-01
4	Emily Green	emily.green@example.com	ENCL	12/2023	2023-12-01
5	Harold Brown	harold.brown@example.com	N/A	NOV	2023-11-01
6	Julia Taylor	julia.taylor@example.com	N/A	OCT	2023-10-01
7	Austin Rodriguez	austin.rodriguez@example.com	N/A	NOV	2023-11-01
8	Vivian Lee	vivian.lee@example.com	N/A	NOV	2023-11-01
9	Isabella Martinez	isabella.martinez@example.com	N/A	NOV	2023-11-01
10	Anthony Davis	anthony.davis@example.com	N/A	NOV	2023-11-01
11	Liam Wilson	liam.wilson@example.com	N/A	NOV	2023-11-01
12	Madison Clark	madison.clark@example.com	N/A	NOV	2023-11-01
13	Charlotte Oliver	charlotte.oliver@example.com	N/A	NOV	2023-11-01
14	Hayden Jonathan Hall	hayden.jonathan.hall@example.com	N/A	NOV	2023-11-01
15	Samuel King	samuel.king@example.com	ENCL	NOV	2023-11-01
16	Leah Riley	leah.riley@example.com	N/A	NOV	2023-11-01
17	Sophia Wright	sophia.wright@example.com	N/A	NOV	2023-11-01

Program
Activity



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

From: Kelley Kishore <kishore@deloitte.com>
 Date: Thu, 10 Sep 2023, 10:57
 Subject: Re: Initiator to play Pymetrix - Oracle Data Business Services Learning Platform Process
 To: '2023-10-17-SPC-Group@deloitte.com'
 CC: Deepak Dalmia <dalmia@deloitte.com>

Hi team:

Please find below the list of 13 resource owners. They may communicate the need to deactivate/cancel or task or their acceptance.

#	Full Name	Email Id	Preferred Name	Designation	Entered By
1	Tanya Rajput	tanya.rajput@deloitte.com	Tanya	EMR	2023-09-10 10:57
2	Kelly Kishore	kishore@deloitte.com	Kelly	EMR	2023-09-10 10:57
3	Akashika Mihir	akashika.mihir@deloitte.com	Akashika	EMR	2023-09-10 10:57
4	Anjali Goyal	anjali.goyal@deloitte.com	Anjali	EMR	2023-09-10 10:57
5	Harminder Kaur	harminder.kaur@deloitte.com	Harminder	EMR	2023-09-10 10:57
6	Arvind Bhattacharya	arvind.bhattacharya@deloitte.com	Arvind	EMR	2023-09-10 10:57
7	Vineetha Venkatesh	vineetha.venkatesh@deloitte.com	Vineetha	EMR	2023-09-10 10:57
8	Amritpal Kaur	amritpal.kaur@deloitte.com	Amritpal	EMR	2023-09-10 10:57
9	Prachi Rathore (Deep)	prachi.rathore@deloitte.com	Prachi	EMR	2023-09-10 10:57
10	Mayank Jaiswal (Maj)	mayank.jaiswal@deloitte.com	Mayank	EMR	2023-09-10 10:57
11	rohit kumar	rohit.kumar@deloitte.com	rohit	EMR	2023-09-10 10:57
12	Indrajeet Kaur	indrajeet.kaur@deloitte.com	Indrajeet	EMR	2023-09-10 10:57
13	Prabhjot Kaur	prabhjot.kaur@deloitte.com	Prabhjot	EMR	2023-09-10 10:57

Regards,
 Arvind

2022 RELEASE UNDER E.O. 14176

----- Personal message -----
From: Billy Kuehne <kuehne@redhat.com>
Date: Thu, 16 Sep 2021, 16:57
Subject: Re: Initiator to pay Payment - Oracle Cloud Business Services Invoicing Payment Process
To: Oracle Cloud Business Services Invoicing Payment Process <kuehne@redhat.com>
Cc: Daniel Kuehne <kuehne@redhat.com>

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Please note that the type of oil selected influences the way heat is released. The higher the temperature, the more energy is released.

#	App Name	Brand ID	Subscription Status	Month	Entered Date
1	Food Delivery App	Food-Delivery-App-001	Active	2023-01	2023-01-15
2	Market App	Market-App-002	Active	2023-01	2023-01-15
3	Subscription Plan	Subscription-Plan-003	Active	2023-01	2023-01-15
4	Point Card	Point-Card-004	Active	2023-01	2023-01-15
5	Referral Bonus	Referral-Bonus-005	Active	2023-01	2023-01-15
6	Gift Card	Gift-Card-006	Active	2023-01	2023-01-15
7	Vouchers Redemptions	Vouchers-Redemptions-007	Active	2023-01	2023-01-15
8	Delivery Fee Rates	Delivery-Fee-Rates-008	Active	2023-01	2023-01-15
9	Customer Loyalty Points	Customer-Loyalty-Points-009	Active	2023-01	2023-01-15
10	Brand-A Subscription Plan	Brand-A-Subscriptions-010	Active	2023-01	2023-01-15
11	Brand-B Subscription Plan	Brand-B-Subscriptions-011	Active	2023-01	2023-01-15
12	Brand-C Subscription Plan	Brand-C-Subscriptions-012	Active	2023-01	2023-01-15
13	Brand-D Subscription Plan	Brand-D-Subscriptions-013	Active	2023-01	2023-01-15

Program
Activity

2002 RELEASES

----- Personal messages -----
From: Billy's Kitchen <billies_kitchen@outlook.com>
Date: Fri, 16 Sep 2022, 16:57
Subject: Re: Initiative to play Pymolset (Zigbee Global Business Services) learning Platform Project
To: Q3-Q4-RTT-q3-q4-rtt@nokiapc.com
Cc: Dennis Koenig <dkoenig@nokiapc.com>

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Please find below the list of 13 new publications. The first 10 are in the area of environmental communication and the last 3 are in the area of media and journalism.

#	Full Name	Email ID	LinkedIn Profile	Health	Interest/Job Function
1	Sophia Rodriguez Hernandez	sophia.hernandez@company.com	View Profile	Good	Dev - Full Stack
2	Michael Clark	michael.clark@company.co.uk	View Profile	Good	Dev - UI/UX
3	Alexander Wilson	alexander.wilson@company.com	View Profile	Good	Dev - Data
4	Ananya Patel	ananya.patel@company.com	View Profile	Good	Analyst - Data
5	Pamela Stevens	pamela.stevens@company.com	View Profile	Good	Analyst - Data
6	Julian and Barbara	julian.barbara@company.com	View Profile	N/A	Marketing - Sales
7	Vivian and Michael	vivian.michael@company.com	View Profile	N/A	Marketing - Sales
8	Leanne and Oliver	leanne.oliver@company.com	View Profile	N/A	Marketing - Sales
9	Thomas and Olivia	thomas.olivia@company.com	View Profile	N/A	Marketing - Sales
10	General Information Unit	general.info@company.com	View Profile	N/A	Marketing - Sales
11	HR Team	hr.team@company.com	View Profile	N/A	HR - Recruitment
12	Supply Chain	supply.chain@company.com	View Profile	N/A	Logistics - Supply Chain
13	Finance and Analytics	finance.analytics@company.com	View Profile	N/A	Finance - Data

Figure 1



BRATTING@WILSON.COM

----- Forwarded message -----
From: Aditya.Kishore_001@tmrcellular.com
Date: Thu, 16 Sep 2021, 10:57
Subject: Re: invitation to play Pyramids - Dodge City
To: aditya.kishore@tmrcellular.com
Cc: Chennai.Diamonds@tmrcellular.com

Page 10 of 2022-08-04

十一

Please fasten the top of 12 minutes business. You will receive the same to receive the same 12 minutes in front of their respective

#	Full Name	Email ID	Subscription Status	Reach	Editorial Rating
1	Tanya Kapoor (Journalist)	tanyak@contentful.com	WFO	150K	Gold - Jun 2023
2	Amit Singh	amit.singh@contentful.com	WFO	250K	Silver - Jun 2023
3	Abhishek Misra	abhishek.misra@contentful.com	WFO	350K	Silver - Jun 2023
4	Ananya Ganguly	ananya.ganguly@contentful.com	WFO	1	Gold - Jun 2023
5	Hemant Kumar	hemant.kumar@contentful.com	NWA	100K	Silver - Jun 2023
6	Aditi Joshi	aditi.joshi@contentful.com	NWA	100K	Silver - Jun 2023
7	Vishal Patel (Headlines Journalist)	vishal.patel@contentful.com	NWA	100K	Silver - Jun 2023
8	Leena Dutt (Editor)	leena.dutt@contentful.com	WFO	100K	Gold - Jun 2023
9	Rakesh Kumar Chauhan	rakesh.kumar.chauhan@contentful.com	NWA	100K	Silver - Jun 2023
10	Rajendra Jaiswal (Editor)	rajendra.jaiswal@contentful.com	NWA	100K	Silver - Jun 2023
11	Jyoti Patel	jyoti.patel@contentful.com	WFO	100K	Gold - Jun 2023
12	Hockey Player	hockey.player@contentful.com	NWA	100K	Silver - Jun 2023
13	Marketers Aspiring Big	marketers.aspiringbig@contentful.com	WFO	100K	Silver - Jun 2023

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The screenshot shows an email from Final Selects - 26th July SPIT Hiring. The subject line is "Job Offer - Marketing Executive". The body of the email contains the following text:

Subject: Job Offer - Marketing Executive
To: [redacted] (Final Selects - 26th July SPIT Hiring)
From: [redacted]

Please be guided that you have been selected for the position of Marketing Executive. Your offer letter has been attached.

Marketing Executive
• [redacted]
+ **Marketing Executive**

Offer Letter Date: 26th July 2024

1. [redacted]
2. [redacted]
3. [redacted]
4. [redacted]
5. [redacted]

Can you please share their offer acceptance and confirm if they will be opted out of placement unless two offers.

Thanks,
Final Selects - 26th July SPIT Hiring
Talent Acquisition Program | Talent Acquisition & Mobility | Human Resources | HRD
S/O: 6, 1st Main Road, 19th Cross, 1st Main | Basaveshwara Nagar, Bangalore | India | +91 98866 10000 | [redacted]

Office: +91 98866 10000 | WhatsApp: +91 98866 10000 | [redacted]

B switell.details@nomura.com

cc: shreyas.kulkarni@nomura.com

Dear Mr. Nitin,

We are pleased to extend full time offers to the below mentioned candidates for the MCA division.

Sr. No.	Candidate Name
1	Jagannath Patra
2	Adeeb Aman Singh
3	Shubham Gupta
4	Tanvi Patel

We are pleased to extend internships offer to the below mentioned candidates

B. Tech Internships

Sr. No.	Candidate Name	Internship Offer
1	Dinesh Patel	Yes
2	Gaurav Gogoi	Yes
3	Hitesh Dattatreya	Yes
4	Ayush Sharma	Yes

1	Deep Pal	Yes
2	Snehal Gadge	Yes
3	Hiron Belhat	Yes
4	Ayazah Sharma	Yes

MCA Internship

Sr. No.	Candidate Name	Internship Offer
1	Hima Marotra	Yes
2	Alphina Agarwal	Yes
3	Vishal Haddix	Yes
4	Nimmi Maurya	Yes

B. Tech Internship Waitlist

Sr. No.	Candidate Name
1	Divyanshi Makwana
2	Yashveer Sandhu



On 09-Sep-2022, at 6:55 PM, Ruchira Patil <ruchirapatil@ompartners.com> wrote:

Hi Eshan,

Please find the list of qualified for Residual consultant role , however from that list some of them were interviewed for QA role you can check with them if they would want to give the test for QA role the interview procedure will again be different and if they did not clear the QA test they will still have the job for Associate consultant role.

Param Deepak Mehta
Pravita Mysore
Gagan Chaudhary
Rutuja Ravindra Thorat
Aditya Paturkar

Animesh Patel

Reprints
Ruchira

Quantiphi Final Shortlist - SPIT - 2023 batch

External

Inbox

Pinned

Quantiphi 2023



Career Virtuverse <careervirtuverse@quantiphi.com>
To me, Janhavi, Chiragender, Nitin, Prakash, Pratik

Thu, Aug 25, 2022, 3:54 PM



Dear Saka Sir,

Congratulations to all the selected students (listed below), please do convey our wishes.

Please share with us the acceptance of these offers within 48 hours, so that we add those confirmations to our selection list.

We would also like to thank all the applicants for showing interest in the career opportunity with Quantiphi and wish them all the best for their future endeavors.

Thanks to Saka sir, Janhavi and other student coordinators for being a great support throughout the process.

Quantiphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshus	blessedsamjoshus1@gmail.com	9967573920	Business Analyst
Nidhi Amol Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst

Quantiphi Final Selects - SPIT - 2023			
Full Name	Email ID	Mobile #	Status
Blessed Sam Joshua	blessedsamjoshua1@gmail.com	9967573920	Business Analyst
Nidhi Amod Khanorkar	nidhi.khanorkar@spit.ac.in	9819084012	Business Analyst
Prathamesh Dhanraj Bhoi	prathameshbhoi74@gmail.com	9307155578	Business Analyst
Swapnil Mandavilli	swapnil190301@gmail.com	8433661435	Business Analyst
Aryan Mayur Dali	aryan.dali@gmail.com	9867667847	Business Analyst
Suraj Prakkash Nair	surajnair680@gmail.com	9004895851	Business Analyst
Sarvesha Rajendra Shinde	sarvesha.shinde1502@gmail.com	9869125798	Business Analyst
Shivani Dharamarajan Eranjikal	eranjikal.s@gmail.com	9833091012	Framework Engineer
Shruti Vishwanath Shetty	shruti.shetty@spit.ac.in	9324314921	Framework Engineer
Smriti Venkat Islur	smriti.islur@spit.ac.in	7058905453	Framework Engineer
Tirsha Asim Das	tirsha.das@spit.ac.in	9145495331	Framework Engineer
Dhananjay Avinash Salunke	dhananjay.salunke@spit.ac.in	8149038653	Framework Engineer
Shahid Mansoor Shaikh	shahidms1011@gmail.com	9321050595	Framework Engineer
Jayesh Vikas Bane	jayeshvbane@gmail.com	9967186971	Machine Learning
Devansh Vinit Palliyath	devansh302001@gmail.com	9326222740	Machine Learning
Sachin Premchand Bagoriya	sachin.bagoriya@spit.ac.in	9082142936	Machine Learning

Sat, Aug 6, 2022, 6:31PM



Vanessa Rodrigues <vanessa@versoninvest.com>
to Simla, me, Aditya ·

Hello,

We are very happy to share that we have extended offers to the following students. We thank you for all your support throughout the whole process.

First Name	Last Name	Email Address
Carshan	Somani	carshan.somani@spt.ac.in
Rohit	Desai	rohit.desai@spt.ac.in
Sanket	Nitaware	sanketnit@gmail.com
Aamey	Pawararkar	aamey.pawararkar@spt.ac.in
Shweta	Ghoudhary	shweta.ghoudhary@spt.ac.in
Aayushi	Masurekar	aayushi.masurekar@spt.ac.in

Best,

Vanessa Rodrigues

Human Resources Manager

Sep 9, 2023, 11:53 AM

S.P.I.T. TPC <http://spittpc.ac.in/>
Anandnagar, Alore, UBL, USL, India, Pusa, +
Hello Anandnagar

Thanks for your support and understanding.

Please note- **Himanshu Vatari and Vaibhav Raina** are available to join for Internship and placement and accepted the offer for Risk and advisory role.

Omprakash Kamble has also accepted the offer for this role . Since he doesn't have an internship from **Dedicate** he would be required to do an internship with some other company .

Sanket Raut & Sakshi Naik both have accepted the offer. However they are not available for internship since they have committed for an internship with another company .

As conveyed earlier - the students of MCA

1.Omprakash Kamble 2.Sanket Raut 3.Sakshi Naik would be passing out in December 2023 and can be onboard full time from Jan 2024 and can would be available to be on board a full time employee from Jan 2024

We trust the above clarifies, we sincerely regret any confusion in the communication or any inconvenience caused.

We continue to honor our commitments with our esteemed partners.