

Date: 13-Jun-2022

Employee Code: 4978

Employee Name: Portia J Sydney

Dear Portia,

Welcome to Xceedance

APPOINTMENT LETTER

Referring to your acceptance to our offer, we are pleased to appoint you in our organization subject to the following terms and conditions:

- | | | |
|------------------------------|---|--|
| 1. DATE OF JOINING | : | 13-Jun-2022 |
| 2. DESIGNATION | : | Analyst |
| 3. CAPABILITY | : | Claims |
| 4. LOCATION | : | Noida, Xceedance Consulting India Pvt. Ltd. 12th floor, Tower 3, Candor Tech Space IT /ITES Park, Intuitional Plot No. B/2-62, Sector-62, Noida-201309 |
| 5. TOTAL COMPENSATION | : | Please refer to the Annexure 1 of this letter for your CTC breakup. |
| 6. INCOME TAX | : | Income Tax will be deducted as per provisions of Income Tax Act. |

TERMS OF EMPLOYMENT

Your employment with Xceedance Consulting India Private Limited ("**Company**" or "**Xceedance**") will be governed by the Company's policies, as modified and updated, from time to time, at the Company's sole discretion. The terms and conditions contained herein ("**Terms of Employment**") must always be read in conjunction with the Company's policies. Any policy infraction will amount to breach of these Terms of Employment and may lead to termination of your employment.

I. DEFINITIONS AND INTERPRETATION.

Unless the contrary intention appears and/or the context otherwise requires, all capitalized terms shall have the meaning specifically ascribed to them. Such meanings shall apply throughout this appointment letter.

II. SALARY AND BENEFITS.

Your compensation package including the components thereof payable shall be reviewed annually and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.

Notwithstanding the above, you acknowledge that it is the Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

Unless otherwise provided by the Company, your salary shall be paid monthly and in arrears. The total amount paid to you will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.

In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. The Company may, upon notice to you, at any time and in its sole discretion, amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.

In addition, you may be eligible to be considered for variable pay, if you are not serving your notice period on the day of pay out, for each fiscal year of the Company.

III. DUTIES AND RESPONSIBILITIES.

During your employment, you shall not undertake any other employment or render any services to any entity or person other than the Company and /or its affiliates, contractors and clients. Any exception will need prior written approval of your reporting manager and the management.

You shall work exclusively for the Company with high standards of initiative, efficiency and economy in the department in which you are or may be placed during the tenure of employment. During the tenure of your service, you shall serve the Company to the utmost of your ability and use your best endeavours to promote and protect the interests of the Company. You are expected to strictly follow the Company policies.

The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by the Company from time to time. The Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to the Company and its affiliates and their employees, contractors and clients.

IV. HOURS OF WORK.

A working day shall comprise nine (9) hours, irrespective of shifts, and a break for an hour. You may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. The Company may, at any time and in its sole discretion, change the shift timings upon notice to you. The Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day upon notice to you. Out of business requirements, you may be required to work out of our client's office/site within or outside India. During such deployment, you will be required to align your daily working hours and/or regular work week as per the client's working norms.

V. PROBATION AND CONFIRMATION.

You will be on probation for a period of ninety (90) days from your date of joining ("**Initial Probation Period**"). However, based on the assessment of your performance during the Initial Probation Period, the Company, at its sole discretion, may extend your Initial Probation Period by thirty (30) or more days ("**Extended Probation Period**") upon written notification to you, on or before the date of completion of the Initial Probation Period (together, the "**Probation Period**"). Based on such confirmation and when you successfully complete your Probation Period, your employment with the Company will be confirmed. It is hereby clarified that you are not allowed to take earned leave during the Probation Period. It is also clarified that in the event your employment is terminated during Probation Period by either party, any leaves granted to you over and above your leave entitlement shall be adjusted against your full and final settlement.

VI. EMPLOYEE SCREENING.

You acknowledge and agree that the Company has offered you your employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks.

The Company reserves the right to terminate your service with immediate effect if: (a) you fail to provide all or any of the documentation requested (within the relevant time period as indicated); and/ or (b) if it does not receive satisfactory feedback on background verification and/or reference checks which has been consented to by you or there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience; and/ or (c) if you fail to cooperate with the Company and/or its agents in conducting such verification and/or background and/or reference checks.

In the event that any documentation/ information provided by you or your behalf is false or inaccurate, then at any time during the Probation Period, or in the event if the employment has already been confirmed by the time the background verification and/or reference checks are completed, then at any such time, the Company, has the right to, at its sole discretion, terminate your employment immediately, without notice or pay.

VII. NOTICE PERIOD

During the Probation Period, the notice period for the termination of your service will be 30 days from either side.

After the employment is confirmed, either party may terminate the employment by providing 45 days notice. However, the Company reserves the right to terminate the employment of any employee for Cause (defined hereinafter) at any time without notice and without payment in lieu of notice. In the event you decide to terminate the employment, you will be released upon expiry of notice period. Any relaxation in notice period or salary in lieu thereof shall be solely at the discretion of your reporting manager and the management.

VIII. PLACE OF EMPLOYMENT

You shall work from the designated office and may work remotely at times with the approval of your reporting manager, which approval shall be at the reporting manager and Company's sole discretion, subject to any applicable laws and regulations, and subject to strict adherence to applicable Company policies with respect to remote working then in effect.

You acknowledge and agree that upon intimation you may be assigned, transferred or deputed to offices, departments or units of the Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, transfer or deputation.

In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with the Company's policies with respect to such an assignment, transfer or deputation.

IX. TRAVEL AND EXPENSES

You may be required to travel, whether in or around India or overseas, in connection with your employment with the Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the current travel and expense policy of Company. You are expected to keep your passport valid at all times.

[Remainder of this page has been intentionally left blank; Terms and Conditions of Employment follow]

TERMS AND CONDITIONS OF EMPLOYMENT

These terms and conditions shall form a part of the Letter of Appointment and be read together with it.

1. HOURS OF WORK & LEAVE.

- 1.1. We operate 7 days a week, 24 hours a day. You will be expected to attend office, as assigned to you by your reporting manager in compliance with laws in force as a full-time employee. You will be eligible for two (2) weekly off days (any two (2) days of the week, depending upon business needs)/ you may however be required to attend office on your day off if the business needs so demand. In such cases, you will be eligible for compensatory off according to Company policy.
- 1.2. Company's leave policy shall apply to your employment and may be modified by the Company at any time, in its sole discretion.

2. **FULL TIME EMPLOYMENT.** You will be a full-time employee of the Company and you shall devote yourself exclusively to the business of the Company. You will not engage yourself anywhere in any work, profession, trade or employment in any capacity either honorary or otherwise, while still in the employment of the Company.

3. **YOUR RESPONSIBILITY.** As an employee of the Company, you shall always abide by the policies, rules and regulations of the Company, which are available on Company's employee intranet, HRMS and are modified and updated periodically. You must regularly and thoroughly read such policies, rules and regulations, you must understand clearly that any conduct which is not compliant to the said policies, rules and regulations shall be treated as a gross violation of the terms of this appointment letter and your contract with the Company and the Company reserves the right to terminate your employment without notice and without payment in lieu of notice if you are found in non-compliance of any rules, regulations and policies as may be in force.

4. CONFIDENTIALITY.

- 4.1. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and Confidential Information; that the success of the Company depends, among other things, upon maintaining strict secrecy of the Confidential Information and that upon and during your employment the Company has provided and will provide you access to valuable knowledge.
- 4.2. Regarding the Company's trade secrets and Confidential Information, and the Company's willingness to employ you and to provide you access to its trade secrets and Confidential Information is strictly conditioned upon:
 - a. the protection of the Company's trade secrets and Confidential Information for the Company's sole and exclusive benefit, and
 - b. the retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor.
- 4.3. You will not at any time, without the consent of the Company, disclose or divulge or make public (except in case of a legal obligation) any information about the Company's business and affairs or secrets whether the same may be confided to you or becomes known to you in the course of your services with the Company or otherwise, to any other individual or institution or any customer, while in the services of the Company and after you leave the services.
- 4.4. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.
- 4.5. You acknowledge and agree that in the event of any breach or threatened breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.
- 4.6. The term "**Confidential Information**" as used in these Terms of Employment shall mean and include, without limitation, any information, process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, company policies, employee information, records, documents relating to the business (including for internal use) of the Company or that of any parent, subsidiary or affiliate of the Company that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally present within the public domain (whether constituting a trade secret or not).

5. **DATA PRIVACY POLICY.**

5.1. During the course of your employment, you may also have access to Company Personal Data and Client Personal Data.

5.2. In this clause 5:

- a. **"Personal Data"** means information relating to an identified or identifiable individual (**"Data Subject"**): an identifiable person is one who can be identified, directly or indirectly. This includes amongst others information which an affiliate holds in electronically processable form (for example, on a computer) or in a structured manual (paper) filing system.
- b. Personal Data includes both the **"Company Personal Data"** (any personal data controlled by the Company, any affiliate or alliance entity, that is held and processed by the Company for its own business purposes) and **"Client Personal Data"** (any personal data controlled by a client, that is held and processed by the Company during the provision of services to a client).
- c. In addition, you agree to comply with the Data Privacy Policy and all legal requirements in your treatment of any Personal Data held or otherwise processed by the Company or any affiliate or any alliance entity to which you have access in the course of, or in connection with your employment. In particular, you will not use, copy, disclose or retain Company Personal Data or Client Personal Data except in the proper and lawful performance of your duties and pursuant to the provisions of the Company's Data Privacy and Data Management policies on the Company's portal and in accordance with all applicable legal requirements. You further agree to comply with the client data protection standards when applicable.

5.3. On termination of your employment, or at any time at the Company's request, you will:

- a. hand over any information, files or deliverables containing Company Personal Data and Client Personal Data in a manner described by the Company;
- b. remove any Personal Data or any private communications or information relating to you and your spouse/partner and dependents from the items to be returned under this clause 5, and
- c. not retain or copy any Company Personal Data or Client Personal Data.

5.4. You agree that any breach by you of this clause 5 may not adequately be compensated by an award of damages and any such breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain you from committing any breach (or continuing to commit any breach).

6. **INTELLECTUAL PROPERTY RIGHTS.**

6.1. You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or Created (defined below) as a result of the development of and/or the application of any tangible or intangible work product or materials and/or have been Created (defined below) with the use of any equipment, supplies, facilities or other resources, trade secrets or other proprietary or Confidential Information of the Company (**"Company Works"**) produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, software, databases, systems, applications, presentations, training materials, reports, results of research or development, textual works, content, artwork, graphics or audio visual materials, any invention, design, discovery, improvement, computer program, documentation, or other material (**"Work Product"**) which you conceive, discover, reduce to practice, design, develop, contribute to, improve, invent or create (**"Create"**) during or in consequence of employment hereunder shall belong and shall be owned exclusively by the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

6.2. All Work Product shall constitute a work(s) made for hire under all applicable copyright acts and you shall promptly and fully disclose all Work Products Created by you that are relevant to or implicated by your work at the Company together with any information reasonably requested by the Company to determine whether the Work Product is Company Works. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign, transfer and convey all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights and other intellectual property rights and all rights, if any, under other laws) in such Work Product to the Company and its affiliates. You shall have the burden of proving that any Work Product Created by you that are relevant to or implicated by your work at the Company are not Company Works. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to the Company or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights

and all claims and causes of action of any kind against the Company and its affiliates and their employees, contractors or clients with respect to such rights and grant to the Company.

- 6.3. You grant and convey to the Company and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will immediately deliver to Company all Work Product, including any parts or copies thereof completed, Created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, either during or after the termination of employment hereunder maintain records, execute any documents and take any other actions reasonably requested by the Company and its affiliates and their clients and contractors to achieve the objectives of this clause (including waiver of any such rights including authors' special rights under section 57 of the (Indian) Copyright Act, 1957). You agree to maintain any records, execute any further documents and take any further actions requested by the Company to assist it in validating, effectuating, maintaining, protecting, enforcing, assigning, perfecting, recording, patenting or registering any Company Works or related intellectual property rights. In the event that the Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of the Company and its affiliates, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts including in relation to any government authorities or agencies, with the same legal force and effect as if executed by you.
- 6.4. "**Prior Works**" are Work Product that you have created prior to your employment with the Company. You agree that you will not incorporate any portion of any Prior Works into or use any Prior Works in any work you may undertake as part of your employment at the Company. If, notwithstanding the foregoing, you incorporate or use any Prior Works in any work as part of your employment at the Company, you hereby grant to the Company (and its designees) a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, assignable, sublicensable (through multiple layers) license under all intellectual property and other rights (including patents, copyrights, trademarks and trade secrets) in any such Prior Works for all purposes in connection with Company's current and future business. If you own any Prior Works that are relevant or related to your work or employment duties at the Company, you have disclosed a description of such items in Annexure 2.
- 6.5. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. You will not, while employed by the Company, use or disclose any proprietary information, intellectual property, Confidential Information or trade secrets of any former employers or other third parties and you will not store on any Company device or bring onto the premises of the Company any documents (regardless of the media on which those documents are contained) or any property belonging to your former employers or other third parties unless consented to in writing by the relevant employer and/or third party. You shall indemnify, hold harmless and (at Company's request) defend the Company and its partners, officers, directors, employees and other representatives from any breach (or claim that if true would be a breach) of the foregoing covenant. Your obligations under this clause shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this clause by you. The Company's right under this clause 6 is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.
- 6.6. You shall comply with all relevant policies and guidelines of the Company regarding the protection of Confidential Information and intellectual property, including, without limitation, Company's Confidentiality Policy, Intellectual Property Policy and Open-Source Software Policy. You acknowledge that the Company may amend any such policies and guidelines from time to time, and that you remain at all times bound by their most current version. In the event that there is any conflict between the terms of any such policies and guidelines and the terms of these Terms of Employment, the latest will prevail.
7. **NON-SOLICITATION & NON-COMPETITION.**
- 7.1. In consideration of your rights under these Terms of Employment, you shall not, during the course of employment under these Terms of Employment and for a period of three (3) years after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise : (i) canvass, solicit or entice away the Company's business from any of the customers or vendors of the Company; or (ii) induce or seek to induce any employee of the Company to leave his employment with the Company; or (iii) offer employment or an engagement to any employee of the Company or any group Company.
- 7.2. During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

8. **GENERAL CONDUCT.**

- 8.1. You shall strictly abide by all employee's related rules, regulations and policies as may be in force from time to time.
- 8.2. You shall strictly follow the guidelines as per the Company's Code of Conduct, including but not limited to:
- a. all official procedures of the Company;
 - b. immediately inform your superiors of any risks known to you;
 - c. not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company;
 - d. not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders;
 - e. not hold any personal interest in any supplier or a competing business with any person;
 - f. comply with the confidentiality covenants contained herein;
 - g. avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
 - h. in case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties;
 - i. act independently, professionally and honestly with all external business contacts;
 - j. avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement;
 - k. not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business;
 - l. you shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently;
 - m. you shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow; and
 - n. not provide any false information or misrepresent facts, during: (i) your application for employment; and/ or (ii) at the time of interview; and/or (iii) your employment with the Company.
- 8.3. You understand and agree that Company reserves the right to terminate your employment without notice and without payment in lieu of notice if you are found in non-compliance of any rules, regulations and policies as may be in force including those listed above.

9. **EQUAL EMPLOYMENT OPPORTUNITIES.** The Company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

10. **RETIREMENT.** You will retire from the services of the organization on attaining the age of sixty (60) years or before in case of any physical/ mental illness/ disablement that may result into lowering your efficiency during the course of your employment. Any extension may, however, be given at the sole discretion of the management for such a period as the management may deem fit and proper and no representation in this behalf shall be entertained.

11. **TERMINATION OF SERVICE.**

- 11.1. After your confirmation, and subject to any other service conditions or service bond(s) executed by you, your services can be terminated by giving a mandatory notice based on your notice period. Payment of monthly salary in lieu of the same may be considered on a case-to-case basis, depending on business exigencies. No leave can be adjusted against the notice period, leaves during the notice period can be availed as per the leave policy. If at your request, the Company agrees to relieve you earlier, you will be liable to pay the Company the monthly salary for the balance of the notice period.
- 11.2. On employee's tendering the resignation, the Company may elect to relieve the employee any time during the stipulated notice period without any additional compensation for the balance of the period not served.
- 11.3. Company reserves the right to terminate employment of any employee for Cause at any time without notice and without payment in lieu of notice.
- 11.4. For the purposes of this clause 11, "Cause" shall mean (i) an act of fraud, wilful misconduct, dishonesty or other intentional action, or any material violation of the Company's code of conduct, by employee including intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information or trade secrets, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; (ii) employee's conviction of, or guilty plea to, any crime or

similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; (iii) fraud, embezzlement or any other act of moral turpitude that results in, or is reasonably expected to result in material harm to the business or reputation of the Company; (iv) employee's misconduct (wilful, intentional or otherwise); (v) employee's wilful breach of any obligations under this Agreement. The determination as to whether employee's Employment has been terminated for Cause shall be made in good faith by the Company and shall be final and binding on the employee.

- 11.5. Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:
- any and all property belonging to the Company in your possession and/or control, including but not limited to laptop computer, software, mobile phone, identity card, access card and other devices with details of any passwords or user ids installed therein.
 - All Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that you have obtained access to by virtue of your employment with the Company, of whatever description or in whatever form, tangible or intangible, in your possession, custody or control together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents or work product.

The Company will instruct the mode of return at the time of termination or expiration of your employment.

- 11.6. After termination or expiration of your employment, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including use of the name of the Company or the logo of the Company. You shall also inform all concerned parties, as well as update all your professional references or social media accounts, including but not limited to your LinkedIn and Facebook profile, to reflect that you are no longer associated with the Company in any capacity whatsoever.
- 11.7. During your employment, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.
- 11.8. Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- 11.9. Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.
- 11.10. Any termination of employment or these Terms of Employment by the Company shall be without any further liability of the Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.
- 11.11. Company, in cases of data theft, failure to return the Company property and/or compromise of the Company's Confidential Information, or any other violation of your obligations under this clause 11, non-settlement of monetary dues, by the employee, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

12. **INDEMNIFICATION.** You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.

13. **GENERAL.** These Terms of Employment and your employment is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. The Company may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by the Company to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and

their employees, contractors or clients. These Terms of Employment will be construed in accordance with and governed by the laws of India, and courts at New Delhi, India shall have exclusive jurisdiction in the matters arising out of these Terms of Employment. These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

14. MISCELLANEOUS.

- 14.1. Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.
- 14.2. You will in all respects be governed by the rules and regulations of the Company. Your appointment and its continuance are subject to your being and remaining medically (physically and mentally) fit.
- 14.3. Your employment with the Company will be reviewed from time to time taking into account your contribution to the Company as well as your ability to progress with the Company.
- 14.4. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, the management comes to know after your joining with us that you have intentionally withheld certain information or the information provided by you is not correct or incomplete, the Company reserves the right to discharge you from the services forthwith without notice or pay.
- 14.5. You shall execute such further Agreements and/or bonds for continuing your appointment with the Company, as may be reasonably requested by the Company, in order to protect the Company's rights and efforts spent on your training, including incurring of considerable expenditure and exposure to Company's Confidential Information, amongst others. The terms and conditions of the further Agreements and/or bonds as may be executed between the Company and you, shall supersede the specific terms and condition as contained herein to the extent that there may arise a conflict between the two. For all purposes, this appointment letter and the further Agreements and/or bonds as may be executed in future shall be read in supplement of each other and together given the relationship between the Company and you.
- 14.6. You are appointed as a fulltime employee of the Company.
- 14.7. Your appointment in this position is based on the assumption that the certificates and credentials submitted by you are in order. If any information to the contrary comes to the notice of the Management, the same shall be treated as a serious breach of trust.
- 14.8. You will carry out the assignments and directions given to you by your reporting manager from time to time.
- 14.9. You will be governed by the rules and regulations of the Company and its modifications from time to time that are applicable to your category of employees.
- 14.10. You will always maintain in good condition Company property which may be entrusted to you for official use during the term of your employment and you shall return all such property to the Company on or within 3 (three) business days from the date of end of your employment with the Company, failing which the Company reserves right to recover the same from you at your cost. In the event the Company property is to be sent via courier or registered post, it has to be dispatched within 3 (three) business days from the from the date of end of your employment wherein a proof of dispatched shall be shared with the Company immediately.
- 14.11. All employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having interest in or doing business with the Company.
- 14.12. You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.
- 14.13. You are not authorized to issue any certificate to any employee, customer or supplier of the Company without having prior written permission from the management in this regard.
- 14.14. You shall be responsible for safe keeping and return in good condition and order, all Company property entrusted in your care and charge. The Company reserves the right to deduct the money value of such articles or take such action as may be deemed proper, in event of failure to account for such property to its satisfaction. Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms.
- 14.15. You will treat the terms and conditions of your employment as strictly confidential.

- 14.16. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests, and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered as a material breach of contract and Xceedance reserves the right to take appropriate legal action for remedy of the same.

[Remainder of this page has been intentionally left blank; acknowledgement follow]

Best Regards,
For **Xceedance Consulting India Pvt. Ltd.**



Parul Singh
Vice President – People & Culture
Human Resources

I acknowledge and agree that:

1. I have read and accepted the terms and conditions of my employment as mentioned here in these Terms of Employment and Annexures.
2. I agree that terms and conditions as mentioned in these Terms of Employment supersede and replace all prior negotiations or agreements, whether written or oral. These Terms of Employment reflects the full and complete agreement between me and Xceedance.
3. I have had the opportunity to seek independent advice prior to accepting these Terms of Employment.
4. In accepting the terms and conditions of this these Terms of Employment, I have not relied solely on the advice of Xceedance or any of its representatives about what the terms and conditions mean.

Employee's Signature:

Employee's Name: Portia J Sydney

Employee's Id: 4978

Date of Joining: 13-Jun-2022

Location of Joining: Noida

[Remainder of this page has been intentionally left blank; Cost to Company Structure follow]

Annexure 1: Cost to Company Structure

Annexure			
Employee Name	Portia J Sydney	Employee Code	4978
Capability	Claims	Designation	Analyst
Date of Joining	13-Jun-2022	Location	Noida
Total Annual Cost to Company			3,43,549
Annual Performance Bonus * (If any)			29,000
Fixed Annual Cost to Company			2,90,000
Salary Structure			
Base Salary (A)			
Basic	9,667		1,16,000
House Rent Allowance	4,833		58,000
Statutory Bonus	1,000		12,000
Special Allowance	6,867		82,400
Reimbursements (B)			
Sub Total (A+B)	22,367		2,68,400
Statutory Employer Part (C)			
Employer PF	1,800		21,600
Sub Total (C)	1,800		21,600
Fixed Cost to Company (A+B+C)	24,167		2,90,000
Deductions Employee Part (D)			
Employee PF	1,800		21,600
Sub Total (D)	1,800		21,600
Take Home Salary (Subject to Applicable Taxes, if any)	20,567		2,46,800
Benefits			
Gratuity * Payout a per payment of Gratuity Act	465		5,580
Group Medclaim Insurance Premium	1,533		18,395
Group Life Insurance Policy Premium	38		452
Group Personal Accident Policy Premium	10		122
Total Benefits	2,046		24,549
Notes Currency: INR			
Group Medclaim Insurance: The organization will be providing the group medical insurance with the sum insured of INR 3 Lacs as per policy. The premium will be borne by the organization for Employee, Spouse and 3 dependent children. Parental inclusion is optional and will be chargeable as mentioned below, however the major portion of the cost is still borne by the organization.			
The premium deduction will be INR 400 /parent/month and there is no proration of this amount. The parents will be covered under the same sum insured. This costing is applicable from 15-Oct-2021 to 14-Oct-2022.			
Group Life Insurance policy: You will be covered under Group Life Insurance policy for yourself and the sum insured will be @ 3 times of your Annual fixed Cost to Company. The premium is borne by the organization.			
Group Personal Accident Insurance Policy: You will be covered under Group Personal Accident Insurance Policy for yourself and the sum insured will be @ 3 times of your Annual fixed Cost to Company. The premium is borne by the organization.			
Provident Fund (PF): The PF contribution is 12% of PF wage.			
Gratuity: Apart from above salary structure, you would be eligible for Gratuity (as per the Payment of Gratuity Act) post completion of 5 years of continuous employment with the organization.			
Annual Performance Bonus*: Subject to Performance during the given year and employee not serving any Notice period on the day of pay-out. As per the current policy, performance bonus is paid on an annual basis.			
Confidentiality: Matter of your compensation is confidential information of the organization. Any discussion/comparison or disclosure of your compensation with anybody other than your Reporting manager/capability lead, or HR will be considered as breach of agreement by you.			
Note: The Company reserves the right to change the above salary structure in future at any point of time as per the Company policies, laws applicable at that time.			

Annexure 2: List of Prior Works