



Axtria India Private Limited  
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Gurgaon-122002 Haryana  
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info@axtria.com  
[www.axtria.com](http://www.axtria.com)

March 7, 2024

**OFFER CUM APPOINTMENT LETTER**

**Ref No. 108921**

**Amit Kumar Gupta ,**

**B23, Legacy Ariston, 5th cross Mahalakshmi layout, Ananthapura, Yelahanka ,Bangalore North ,INDIA - 560064**

Dear Amit

Welcome to Axtria!!

We are pleased to offer you an employment ("Offer") in **Axtria India Private Limited** ("Axtria") on following terms and conditions.

- |  |   |                         |
|--|---|-------------------------|
| a) Commencement on or before                   | : | June 6, 2024 .          |
| b) Designation (Level)                         | : | Senior Associate (L3 ). |
| c) General Terms and Conditions of Appointment | : | Refer to Annexure 1     |
| d) Compensation details                        | : | Refer to Annexure 2     |
| e) Insurance Details                           | : | Refer to Annexure 3     |
| f) Location                                    | : | Axtria Bengaluru Office |

We trust our relationship will be guided by a spirit of excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all our dealings. Please confirm your acceptance of these terms and conditions of employment contained in the Employment Agreement (as defined later in Annexure 1) by signing and returning a copy of this letter along with the annexures to us within 5 working days of receipt, failing which this Offer shall lapse automatically. Further, this offer is contingent upon the successful completion of your current degree, awarded in the current academic year.

For and on behalf of

Axtria India Private Limited

Accepted and Signed

**Amit Kumar Gupta**

This is a system generated offer letter– please do not reply to it. For any queries regarding your offer details please contact your recruiter.

**ANNEXURE 1 : GENERAL TERMS AND CONDITIONS OF APPOINTMENT****1. Duties and Responsibilities:**

1.1. You shall work faithfully, sincerely, diligently and efficiently to the best of your ability in accordance with Axtria's instructions and policies and make your best efforts to use your knowledge and skill to the satisfaction and for development and growth of Axtria.

1.2. Axtria periodically prescribes rules, regulations and other Axtria policies that remain in force and effective from time to time ("**Policies**"). Policies may include matters whether specified herein or not. Associates joining at certain levels (or positions of critical importance) will be bound by additional terms and conditions which will be made available separately if applicable. The (i) Offer, (ii) these General Terms and Conditions, Business Conduct Guidelines (as available/communicated and updated from time to time by Axtria), (iii) the Non-Disclosure, Assignment, Confidentiality, Non-Solicitation Agreement (along with additional terms and conditions, if applicable) and (iv) Policies are collectively referred to as the "**Employment Agreement**" and will govern your Engagement/employment and your continuing obligations.

1.3. You have read understood and signed the Employment Agreement in acceptance of the same, having been provided adequate time to seek legal advice and consultation on the same. Your employment with Axtria will be based on the terms of the Employment Agreement until the end of your employment with Axtria and you shall be subject to the continuing obligations identified under the Employment Agreement. There may be changes/updates at the discretion of Axtria to your role, location, team/business and group depending on the work assigned to you and certain business conditions or other circumstances.

1.4. From time to time you will be entrusted with tangible and intangible properties of Axtria which, could be in the nature of devices or other tangible material etc., or in the nature of intangible information entrusted to you solely to be used for the benefit of Axtria. Such properties may come to your possession either by direct entrustment or by way of indirect acquisition/entrustment during the course of performance of your duties. You shall be responsible for the safe custody and return, in good condition, of all properties of Axtria, which may be in your use, custody, care or charge. For the loss or misuse of any property of Axtria in your possession, Axtria will have the right to assess and recover the damages arising out of your conduct from you.

1.5. You are expected to attend office, except when traveling on business, during the working hours/shifts as may be decided by Axtria. Axtria practices a 45-hour work/week for all associates. Actual work timings and shifts may vary from time to time based on business and customer service requirements.

1.6. You shall always treat the details pertaining to your individual salary, remuneration or compensations and any changes/updates as strictly confidential. Any violation amounts to an integrity issue that can result in strict disciplinary action.

1.7. Subject to Axtria's business requirement, Axtria reserves the right to make changes to your job profile which is appropriate to your qualifications and experience. You may be deputed or transferred to any of our other offices/ project locations, divisions, departments etc. or deputed to any client or customer organization and in such cases, you will be governed by the policies of that location.

**2. Probation:** You will be on probation for a period of three (3) months from the date of joining which can be extended at the sole discretion of Axtria in case your performance, conduct and aptitude during the probation period does not meet requisite standards. During the period of probation or any extension thereof, employment may be terminated at any time by either party by giving one (1) month notice to the other party or the payment of salary in lieu of the notice period with or without cause. Please note that accepting any shorter notice period would be entirely at the discretion of Axtria. Unless extended, your employment will have deemed to be confirmed upon successful completion of the probation period.

**3. Representation and warranties :**

3.1. You hereby represent that all the credentials (including personal information) and facts mentioned to Axtria in the process of your employment initiation are true and accurate.

3.2. All material facts and representations are current and true and you undertake to intimate and keep updated Axtria in writing about any change of address or any other material facts (which may include any health conditions, litigation, conflict of interest event, which may impact your ability to discharge your duties, responsibilities either temporarily or permanent) within a week from such change. In the event of failure to intimate about change of address, any communication sent on your last recorded address, shall be deemed to have been served on you. Further, failure to intimate any material facts or changes thereto is likely to be considered as a concealment and shall entail consequences that may potentially lead to termination, at the sole discretion of Axtria.

**Read and Accepted: \_\_\_\_\_(Signature)**

3.3. You hereby represent that in accepting this appointment and performing your obligations and services hereunder, you will not be in

breach of obligations under any valid agreement (which may include any prior employment/s or appointment/s) or law. In the event of breach of this provision, you will be solely responsible and liable for all damages and consequences thereof.

3.4. You hereby represent and warrant that you do not suffer from any disability/limitation/health condition that would affect your ability to perform your obligations and services. In the event it is discovered whether during the process of verification or otherwise that such fact has been concealed by you, this offer, and/or your employment may be subject to immediate termination. Further, at the time of appointment (pre-employment stage) or at any time during your employment, and for any number of times, Axtria may ask you to undergo any medical test/examination as required or submit proof of the same. You shall keep Axtria updated about any medical condition which may have adverse impact on your ability to perform your obligations.

#### **4. Overseas Travel:**

You may be required to travel within or outside India based on Axtria's business requirements and you may be required to stay at concerned location for work purpose for a shorter / longer duration as may be decided by Axtria management. In case you are required to travel outside India for any official purpose, you will be obligated to serve Axtria for a minimum duration, upon your return from the visit in order for Axtria to recover the expenditure incurred on your onsite training, travel and stay. Further, the tentative minimum duration of service required will be:

4.1. A visit of less than 4 weeks' duration – 3 months from the completion of the visit

4.2. A visit exceeding 4 weeks' duration – 6 months from completion of the visit

You acknowledge and agree without any demur that the above durations are reasonable. In the event of your failure to do so, Axtria will be free to initiate all proceedings it deems fit to recover an amount equal to the business loss or damage incurred by it due to your non-availability. Alternatively, Parties may decide to sign a separate agreement in this regard which will be custom made to suit business purpose of the visit.

#### **5. Background Verification:**

This offer and your employment is subject to a reference check and verification of your credentials, testimonials, criminal background verification, health and other particulars mentioned by you in your application for employment made to Axtria. If the information provided by you is in anyway found to be inaccurate or misleading or a concealment of information, offer/employment shall be deemed to be automatically cancelled and your services shall stand terminated forthwith. In such an event, Axtria shall not be liable to pay any notice period compensation. If you are subjected to any criminal action during your course of employment at Axtria, you shall inform Axtria about the same immediately.

#### **6. Conflict of Interest :**

6.1. You are required to engage yourself exclusively in the work assigned by Axtria and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Axtria.

6.2. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities that are or shall be in conflict with the interests of Axtria.

6.3. You shall disclose any perceived, potential conflict of interest situation which may arise at any time during performance of your services or any existing conflict of interest situation before or at the time of accepting the Offer or joining.

#### **7. Corrupt practices:**

You or any member of your family or any person acting on your behalf shall not accept or offer a commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value as defined from time to time by Axtria, from any individual or organization doing or seeking to do business with Axtria. You shall at all times abide by Axtria's code of conduct, as updated from time to time.

Read and Accepted: \_\_\_\_\_(Signature)

#### **8. Employees welfare Activities :**

Recreational activities are undertaken by Axtria employees from time to time. Such activities are conducted either on premise or outside (all referred to as the "Activities") and are driven by employee managed Axtria Club or run with the help of 3rd parties or tie-ups. Participation or enrollment in the Activities is purely on a voluntary basis and Axtria is in no way inducing the employees to participate or enroll to the Activities. You expressly agree that Axtria and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by you, in, on, or about the premises or elsewhere, or as a result of the participation, regardless of whether such injuries result, in whole or in part, from the negligence of the 3rd party or on your part.

#### 9. Retirement :

This Employment agreement shall terminate automatically upon you attaining the age of sixty (60) years unless expressly agreed to otherwise.

#### 10. Termination:

Subject to the retirement and the probation clauses, either party may terminate this employment at any time by giving a written notice of **two successive months** to other party or the payment of salary in lieu of the notice period. In case a shorter notice period is decided by the mutual consent, the payment of salary in lieu of the notice period shall be commensurate with such shorter notice period. However, please note that accepting any such shorter notice period would be entirely at the discretion of Axtria.

Axtria may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice:

10.1. Acts of fraud, dishonesty, misconduct;

10.2. Commission or conviction of any offense;

10.3. Any act of gross negligence;

10.4. Engagement in any activity that may be harmful to reputation of Axtria;

10.5. Any incorrect or misleading representations;

10.6. Material failure to adhere to Axtria's corporate codes, policies or procedures;

10.7. Violation of any statutory, contractual (including this Employment Agreement) or common law duty or obligation to Axtria, including without limitation fiduciary duty and duty of loyalty.

10.8. If you absent without leave for five (5) or more consecutive days or remain absent beyond authorized leave.

10.9. If you fail, refuse or unable to perform your duties or responsibilities or have been negligent, or if there is a consistent lack of performance at your end, and/or you fail or refuse to follow any express orders or are unable to meet the targets/goals prescribed to you by Axtria.

10.10. Commission of any act of violence, sexual harassment or moral turpitude.

10.11. Concealment of medical condition which may have adverse impact on your ability to perform your obligations.

10.12. Upon any occurrence of a Disability (as defined herein). For the purpose hereof, the term "Disability" shall mean physical, mental, intellectual or sensory impairment or injury or incapacitation which hinders the person's effective discharge of duties and is continuing for more than cumulative six (6) months (which need not be successive months) in any twelve (12) month period which is certified as such by a qualified medical practitioner approved by Axtria.

Read and Accepted: \_\_\_\_\_(Signature)

**11. Return of Atria's property and / or any amounts / advance received:**

Upon termination or expiration of your employment for whatever reason or whenever requested by Atria, you shall immediately deliver to Atria all property in your possession or under your control belonging to Atria or its parent, subsidiaries and affiliates, including but not limited to all confidential or proprietary information and trade secrets and all equipment in good condition (ordinary wear and tear expected). Any sums payable by Atria to you shall be subject to return of Atria's property in good condition, failing which Atria shall have the right to deduct the same from the amounts payable to you or demand reimbursement thereof. Additionally, Atria will be entitled to adjust any amounts paid to / received by you from Atria, from the amounts due and payable to you upon termination.

**12. Governing Law & Jurisdiction :**

Disputes in relation to this Employment Agreement (subject to clause 8.2 of Annexure 4) will be governed by and construed according to the laws of India. I hereby expressly consent to the jurisdiction of the courts at New Delhi for any lawsuit brought by Atria relating to this Agreement.

-----End of Annexure 1-----

Read and Accepted: \_\_\_\_\_(Signature)

**ANNEXURE 2 : COMPENSATION DETAILS**

Name : Amit Kumar Gupta  
 Designation (Level) : Senior Associate (L3).  
 With Effect from : June 6, 2024

1. **Annual Total Compensation** : Your Annual Total Compensation will be INR 1700000/- (**Seventeen Lakh** Only) as mentioned below:

Compensation Structure		
Particulars		Per Annum (Amount in INR)
(A)	Basic Salary	850000 /-
	House Rent Allowance	425000 /-
	C.C. Allowance^	21600 /-
	Special Allowance	120583/-
(B)	Vehicle maintenance Allowance#	28800/-
	Leave Travel Allowance	35417 /-
	Internet Allowance##	12000 /-
	Meal Card	15000 /-
(C)	Employer Contribution towards EPF	21600 /-
(D)	Potential Performance Pay*	
	Monthly Performance Pay*	170000 /-
	Annual Total Compensation (A+B+C+D)	1700000 /-

**^C.C. Allowance:**C.C. Allowance specified is the maximum amount payable and may vary subject to you availing parking or shuttle facility provided by Atria.

**#Vehicle Maintenance Allowance:**Vehicle Maintenance Allowance is for upkeep of four-wheeler owned by you. Please refer to guidelines at Atria Intranet for further details.

**\* Monthly Performance Pay:** This will be paid monthly (INR 14167/-per month) subject to you meeting your performance expectations set by Atria.

Read and Accepted: \_\_\_\_\_(Signature)

**##Internet Allowance** : It is expected of you to install a high-speed broadband connection at home to enable you to work remotely for project demands, and recommend at least a 10.0 MBPS wired connection.

**Additional Payout** (if applicable): You will be entitled for one-time additional payout of INR 200000 /- (Two lakh only) This shall be disbursed through first payroll after your joining and this will have a lock in period of Twenty Four (24) months from the payout date. In case of separation / exit within the lock in period, you will be required to pay back this amount.

## **2. Annual Performance Appraisal:**

If your date of joining Atria is between 1st January to 30th September, you will be eligible for salary revision & bonus pay-out, if applicable in the upcoming annual revision cycle. Else it will fall in the subsequent annual revision cycle (the one after the upcoming cycle). Note: Statutory Bonus is payable as per the provisions of the Payment of Bonus Act, 1965 to eligible employees. The Potential Performance Pay shall be treated as statutory profit bonus for eligible employees.

## **3. Annual Leave and Holidays:**

You will be entitled to leaves as per Atria's current Leave Policy. Please contact your HR Business Partner (HRBP) or refer to Atria Leave Policy for details.

## **4. Retirals:**

**4.1. Provident Fund:** You will be a member of the Provident Fund Scheme as per the provisions of The Employees Provident Fund and Miscellaneous Provisions Act, 1952, and Atria will contribute as per the provisions of the said Act

**4.2. Gratuity:** Gratuity will be paid as per the provisions of Payment of Gratuity Act. 1972 as in effect and is subject to modification by the Government of India.

## **5. Insurance:**

The Atria's medical insurance plan covers you and your dependents for hospitalization expenses. Please refer to the Annexure 3 hereto for further details. Do note that the same maybe updated from time to time and a communication shall be sent across detailing the updates. You will also be covered under group personal insurance policy for yourself.

## **6. Other Benefits:**

There are several other benefits, programs and Activities which Atria conducts or manages from time to time for the welfare of its employees (for e.g. subsidized meals, transport assistance etc.). Please note that these are ex-gratia benefits and may be withdrawn unilaterally by Atria without any necessity of a prior consent from you.

## **7. Modifications :**

Salary reviews, re-fittings, and modifications to the salary structure will be solely at the discretion of the Management. Salary, allowances and all other payments/ benefits will be governed by Atria's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

Read and Accepted: \_\_\_\_\_(Signature)

**8. Miscellaneous :**

8.1. Reimbursements will be on production of supporting documentation in the original. You will be governed by the rules/ regulations and other administrative instructions that may be enforced from time to time regarding issues such as the distribution of the amount, mode/ timing of payments, etc.

8.2. Your gross annual compensation as per the schedule given above will be subject to tax deduction at source. Atria assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility.

8.3. Payment of salary in lieu of notice period shall be calculated on monthly basic salary.

8.4. **Recovery Applicability:** Please note that any other payout (other than CTC and any additional payout) such as relocation reimbursement, notice period buyout, etc. will have a lock in period of twenty-four (24) months from the pay-out date. In case of separation / exit / resignation within the lock in period, you will be required to pay back this amount.

**ACCEPTANCE**

I have carefully read and understood the terms of this Offer including the Annexures and accept the same unconditionally. I also agree to not use this offer as a means to get counter offer(s). I agree to be bound by rules and regulations of Atria as may be amended from time to time. I agree to abide by this offer and join the organization on or before the mentioned date.

**Name:** Amit Kumar Gupta

**Signature:**

**Date:**

-----End of Annexure 2-----

Read and Accepted: \_\_\_\_\_(Signature)



**ANNEXURE 3 : INSURANCE BENEFITS**

The Atria's medical insurance plan covers you and your dependents for hospitalization expenses (please refer to the Mediclaim policy/communication as updated from time to time). You will also be covered under group personal insurance policy for yourself, that provides life and critical illness benefit (including death as well as partial & total disability). Details from existing policy are listed below:

1. Medical Insurance: Covers self, spouse, up to 2 kids and up to 2 parents / parent-in-laws. Includes pre & post hospitalization expenses. Pre-existing diseases are covered
  - a. Sum insured of Rs. 3 lakhs for self & parents
  - b. Sum insured of Rs. 4 lakhs for self, spouse & parents
  - c. Sum insured of Rs. 5 lakhs for self, spouse, one kid & Parents (Self Parents OR Parents-In-law)
  - d. Sum insured of Rs. 6 lakhs for self, spouse, two kids & Parents (Self Parents OR Parents-In-law)
2. Group personal accident: Covers losses due to accident. Coverage includes death (100% sum insured), permanent total disability (100% sum insured), permanent partial disability (some %) and temporary total disability (1% of sum insured subject to max Rs. 5000 INR up to 104 weeks)
  - a. Sum insured of Rs. 20 lakhs for employees at Level 0 – Level 4
  - b. Sum insured of Rs. 50 lakhs for employees at Level 5 & above
3. Group term life insurance: Provided to Atria Full Time Associates who are on “active” rolls (i.e., not on sabbatical, LWP or serving notice). Covers for death & critical illness.

**Note: The policy is subject to change, as we renew the contract every year.**

**Read and Accepted: \_\_\_\_\_(Signature)**

Registered office: Atria India Private Limited A1/292, Janakpuri, New Delhi-110058, India. CIN: U72200DL2010FTC202752

**ANNEXURE 4 : NON-DISCLOSURE, ASSIGNMENT, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT**

X

As an employee/consultant/agent/intern of Axtria India Private Limited, ("Axtria" which term shall for the purposes of this annexure include its subsidiary, holding company or affiliate), and as a condition of my employment/assignment/consultancy/internship ("Engagement") by Axtria and in consideration of the professional experience offered and/or compensation paid to me, I, Amit Kumar Gupta ..... having my office/place of business/residence at S/o. Surajmal Saw., 170, Kargali Bazar ..... agree to the following:

P.O Bermo, Bokaro, 829104

**1. Maintaining Confidential Information.**

**1.1. Axtria Proprietary Information.** I agree at all times during the term of my Engagement and thereafter to hold all Proprietary Information (as defined herein below) in strictest confidence, and not to use, disclose or divulge in any manner to any third person, firm or corporation, without the written authorization of Axtria. **Proprietary Information** shall include but not be limited to information relating to trade secrets, data, analytics, algorithms, products, reports, processes, know-how, designs, formulae, methods, samples, prototypes, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling strategies, business plans, budgets and unpublished financial information, licenses, prices and costs, pricing strategies, requests for proposals, preparatory material and proposals submitted to customers and clients, lists of suppliers and customers, information regarding the skills and compensation of other employees of Axtria and any other information provided by Axtria, its directors, officers, employees, customers, vendors, during the term of my Engagement with Axtria.

**1.2. Former Entity Information.** I agree that I will not, during my Engagement with Axtria, improperly use or disclose any proprietary information or trade secrets of my former employers or an association, if any, and that I will not bring onto the premises of Axtria any unpublished documents or any property belonging to my former employers or any association unless previously and specifically consented to in writing by said employers or association.

**1.3. Third Party Information.** I recognize that Axtria has received and in the future Axtria and I, will receive confidential or proprietary information from third parties subject to a duty on Axtria's and my part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. I agree that I owe Axtria and such third parties, both during the term of my Engagement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation ( except in a manner that is consistent with Axtria's agreement with a third party) or use it for the benefit of anyone other than Axtria or such third party, (except in a manner that is consistent with Axtria's agreement with a third party).

**2. Assignment of Inventions and Original Works.**

**2.1. Inventions and Original Works Retained by Me.** I have attached hereto as Exhibit A, a complete disclosure of all inventions, original works of authorship, developments, improvements, and trade secrets that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my Engagement with Axtria, that I consider to be my property or the property of third parties and that I wish to have such works excluded from the scope of this Agreement. If disclosure of an item on Exhibit A violates, breaches or infringes any prior confidentiality agreement by me; I shall not disclose such works on Exhibit A. But in the applicable space on Exhibit A I am only to disclose a cursory name for each such invention, a listing of the party/ies to whom it belongs and the fact that full disclosure as to such inventions has not been made for such reason. If no disclosure is attached, I represent that there are no such inventions/works.

**2.2. Inventions and Original Works Assigned to Axtria.** I agree that I will make prompt written disclosure to Axtria, will hold in trust for the sole right and benefit of Axtria, and hereby assign, without further compensation, to Axtria all my rights, title and interest in and to any ideas, inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice, during the period of my Engagement with Axtria. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my Engagement and which are protectable by copyright are "works made of hire" under my Engagement with Axtria or in the alternate are "works made for hire" as that is provided in the United States Copyright Act (17 U.S.C., Section 101), under my assignment with Axtria. All works prepared by me under the scope of or in connection to my agreement with Axtria, shall be wholly owned by Axtria as provided for in Section 17 (c) of the Copyrights Act, 1957.

Read and Accepted: \_\_\_\_\_(Signature)

**2.3. Obtaining Letters, Patent, Copyright Registrations and Other Protections.** I will assist Axtria to obtain and enforce Indian, United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets of Axtria in any country as may be required. To that end I will execute, verify and deliver such documents and perform such other acts (including but not limited to appearing as a witness) Axtria may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such proprietary rights to Axtria or its designee(s)/nominee(s). My obligation to assist Axtria with respect to proprietary rights in any and all countries shall continue beyond the termination of my Engagement. Axtria shall compensate me at a reasonable rate after my termination for the time actually spent by me at Axtria's request on such assistance. In the event Axtria is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Axtria and its duly authorized officers and agents as my agent or attorney-in-fact, to act for and on 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 paragraph with the same legal force and effect as if executed by me. I hereby waive and quit any and all claims of any nature whatsoever which I now or may hereafter have for infringement of any proprietary rights assigned to Axtria.

**2.4. Obligation to Keep Axtria Informed.** In addition to my obligations under Clause 2(a) above, during the period of my Engagement and for one (1) year after termination of my Engagement for any reason, I shall promptly disclose to Axtria fully and in writing all intellectual right application/s filed by me or on my behalf. At the time of each such disclosure, I shall advise Axtria in writing of any inventions that I believe are not required to be assigned to Axtria under Clause 2(b); and I shall at that time provide to Axtria in writing all evidence necessary to substantiate that belief. Axtria shall keep in confidence and will not disclose to third parties without my consent any proprietary information disclosed in writing to Axtria pursuant to this Agreement relating to inventions that are not required to be assigned to Axtria under the provisions of Clause 2(b). I shall preserve the confidentiality of any such invention that is required to be assigned to Axtria under Clause 2(b). 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 Axtria) of all proprietary information developed by me and all inventions made by me during the period of my Engagement with Axtria, which records shall be available to and remain the sole and exclusive property of Axtria at all times.

### **3. No Conflicting Employment; No Inducement of Other Employees or Solicitation of Customers.**

**3.1.** I agree that during the period of my Engagement with Axtria I shall not, without Axtria's express written consent, engage in any other employment or business activity directly related to the business in which Axtria is now involved or becomes involved, nor shall I engage in any other activities which conflict with my obligations to Axtria.

**3.2. Non-solicit** I agree that during the period of my Engagement I will not directly or indirectly on my own account or on behalf of or in conjunction with any person, firm or company (directly or indirectly) during my employment or for a period of one (1) year thereafter:

a) Induce any employee of Axtria either directly or indirectly (through agents or otherwise) to terminate their employment with Axtria or to accept employment with any competitor, supplier or any customer or client with whom you have a connection.

b) Canvass or solicit business from any customer for products or services, with whom I was involved in the course of my employment; or

c) Induce any potential customer not to establish a relationship with Axtria, with whom Axtria has had discussions or negotiations, or

d) Deal with any such person referred to in sub-clause a, b and c above in any other manner whatsoever.

**3.3. Non-Compete** For a period of one (1) year after the termination or cessation of my Engagement with Axtria for any reason, I agree that I shall not, directly or indirectly, alone or as a partner, officer, director, employee, consultant, agent, independent contractor, or stockholder of any business organization, engage in any business activity which is directly or indirectly in competition with the products or services being developed, marketed, sold or otherwise provided by Axtria, or which is directly or indirectly detrimental to Axtria's business ("Competitive Activity"). I further agree that, for a period of one (1) year after the termination or cessation of my Engagement with Axtria, I shall not in any capacity, either separately, jointly or in association with others, directly or indirectly, solicit or contact in connection with, or in furtherance of, a Competitive Activity any of Axtria's employees, consultants, agents, suppliers, customers or prospects that were such with respect to Axtria at any time during my Engagement.

Read and Accepted: \_\_\_\_\_(Signature)

3.4. If any restriction set forth in this Clause is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable under the law for the time being in force.

4. **No Conflicting Obligations.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement or obligation of mine relating to any time prior to my Engagement with Atria. I have not entered into, and I agree I shall not enter into, in future, any agreement either written or oral in conflict herewith.

5. **Return of Atria Documents.** When my Engagement ceases with Atria, I will deliver to Atria (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, requests for proposals, proposals and preparatory materials, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, together with all copies thereof (in whatever medium recorded) belonging to Atria, its successors or assigns whether at Atria premises, home or elsewhere. I further agree that any property situated in Atria's premises and owned by Atria, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Atria personnel at any time with or without notice. Prior to leaving, I will cooperate with Atria in completing Atria's exit formalities or other actions as may be required by the Atria, confirming the above and my obligations under this Agreement.

6. **Notification of New Employer.** In the event of Engagement termination with Atria, I hereby agree to notify my new employer of my rights and obligations under this Agreement.

7. **Legal and Equitable Remedies.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of Atria, Atria shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other statutory rights and remedies that Atria may have for a time being in force against breach of this Agreement.

#### 8. General Provisions.

8.1. **No Additional Commitments.** I agree and understand that nothing in this Agreement shall confer any right with respect to or continuation of my Engagement by Atria, nor shall it interfere in any way with my right or Atria's right to terminate my Engagement at any time, with or without cause as per the terms and conditions of my Engagement with Atria.

8.2. **Governing Law & Jurisdiction for this Annexure:** I hereby acknowledge that, in the course of my services, I will have access to confidential and proprietary information of Atria's customers, vendors, partners or other third parties with the terms of my access being governed by agreements between Atria and such parties. I hereby agree to be bound by the terms of those agreements, including, without limitation, I hereby consent to the jurisdiction of the courts designated in such agreements, which may be located in the place of business or incorporation or otherwise of Atria's customers, vendors, partners or other third parties ("Applicable Third-Parties") whose Proprietary/Confidential Information I will have access to (including, without out limitation, the federal and state courts located in the states of Delaware, New Jersey, California, New York ). I hereby waive, to the fullest extent permitted by law, (a) any objection which I may now have to the laying go venue of any legal action or proceeding brought in any such jurisdiction and (b) any claim for lack of notice or that such action or proceeding brought in any such court has been brought in an inconvenient forum. Any dispute regarding the provisions of such Applicable Third-Party agreements will then be governed by and construed in accordance with the laws of the applicable jurisdiction set forth in such agreement. I hereby acknowledge and agree that Atria, its affiliates and the Applicable Third Parties shall be deemed third party beneficiaries hereunder with the all enforceability rights and remedies as a party hereto.

8.3. **Entire Agreement.** This Agreement sets forth the final, complete and exclusive agreement and understanding between Atria and me relating to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both Atria and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

8.4. **Severability.** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions shall continue in full force and effect.

Read and Accepted: \_\_\_\_\_(Signature)

**8.5. Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Atria, its successors and its assigns.

**8.6. Survival.** The provisions of this Agreement which by their nature are intended to survive, shall survive the termination of my Engagement.

**8.7. Waiver.** No waiver by Atria of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Atria of any right under this Agreement shall be construed as a waiver of any other right.

**8.8. Notice.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery or sent by registered post acknowledgement due or sent through trackable courier service.

**If to Atria:**

Attn.: Legal Department

Address: Atria India Private Limited

DLF Cyber City SEZ, Building No.14, Tower-B, 11th Floor,

Gurgaon-122002

Haryana

With a copy to: [legal@atria.com](mailto:legal@atria.com)

**If to me:**

Name: Amit Kumar Gupta

Address residential / place of business: S/o Surajmal Saw, 170, Kargali Bazar, P.O Bermo, Bokaro,829104

Phone: 9060211542

E-mail: [amitinger25@gmail.com](mailto:amitinger25@gmail.com)

This Agreement shall be effective as of the first day of my Engagement with Atria.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY ENGAGEMENT AND RESTRICTS MY RIGHT TO DISCLOSE OR USE AXTRIA'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY ENGAGEMENT. I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I SHALL COMPLETELY FILL EXHIBIT A TO THIS AGREEMENT AS REQUIRED.

Signature:

Name: Amit Kumar Gupta

Date:

Address: S/o Surajmal Saw, 170, Kargali Bazar, P.O Bermo, Bokaro,829104

Read and Accepted: \_\_\_\_\_(Signature)

EXHIBIT A

LIST OF INVENTIONS, ORIGINAL WORKS OF AUTHORSHIP ETC.

I hereby make complete disclosure of all inventions, original works of authorship, developments, improvements, and trade secrets that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my Engagement with Atria, that I consider to be my property or the property of third party/ies and that I wish to have excluded from the scope of this Agreement. If disclosure of an item on this Exhibit A would violate, breach or infringe any prior confidentiality agreement by me, then I shall restrict the disclosure to (A) a cursory name for each such invention; (B) listing of the party/ies to whom it belongs and; (C) the fact that full disclosure as to such inventions has not been made for that reason.

S. No.	Particulars	Ownership	Remarks
NA	NA	NA	NA
NA	NA	NA	NA

Please strike through if not applicable.

Signature:

Name: Amit Kumar Gupta

Date:

-----End of Annexure 4 -----

Registered office: Atria India Private Limited A1/292, Janakpuri, New Delhi-110058, India. CIN: U72200DL2010FTC202752



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DLF Cyber City SEZ  
Building No.-14, Tower-B, 11th Floor  
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info@axtria.com  
www.axtria.com

## **AXTRIA BUSINESS CONDUCT GUIDELINES**

A successful business operation is built on the principles of fair dealing and ethical conduct of the employees. This document provides an ethical framework on which we base our decisions- as individuals and as members of our global organization.

It should be read in conjunction with

- a) Offer cum Appointment Letter
- b) Non-disclosure agreement
- c) Induction

### **I. Administration:**

#### **a) Do's**

1. Always wear your identity card while on duty (in display mode)
2. Always swipe your card while entering or exiting the premises, and if passing in a group, all should swipe.
3. Speak softly while conversing with colleagues whether on the telephone or otherwise
4. Clear your desks before leaving.
5. Keep confidential information in secure storage.
6. Keep filing cabinets shut and locked, when unattended
7. Attend visitors only at the reception or the meeting room in the reception area. They may be permitted to meet in the conference/meeting rooms if necessary, but in strict compliance with norms related to entry of visitors
8. Office assets & equipment should be safe guarded by associates always.

#### **b) Don't s**

1. Affix posters on any walls & doors
- a. Consume snacks within the office premises, except cafeteria
2. Spill/stain workstation surfaces, chairs & carpet by liquids/ inks / markers/foodstuffs
3. Keep Meeting Room occupied for time longer than specified in the booking
4. Enter restricted premises
5. Lend your ID card to anyone or tailgate.
6. Reveal sensitive information while on a telephonic conversation, on voicemail or on answering machines
7. Usage of foul/obscene/offensive language/material
8. Group with colleagues on office floor for personal conversations and thereby disturbing other co-workers



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 info@axtria.com  
 www.axtria.com

## **II. IT & Infrastructure:**

### **a) Do's**

1. Access to internet is only for work related purpose;
2. Only licensed version of the approved web browser/or any other application which has been pre-installed in the user's desktops and laptops can be accessed; If project demands use of any other browser /or any other application which, User should approach IT team with such specific requests.
3. Read Asset Allocation Form carefully before signing it.
4. Protect your system from unauthorized use, loss or damage (for further details, go through Axtria Information Security Training)
5. Keep portable equipment secure, example do not leave it in a car.
6. Position your monitor/laptop screen (especially when outside office premises) in such a way that the no information is visible others. Be careful in firing prints, especially when the printer is at a distance from your device.
7. In case, as per the need of your role/profile, you are using any removable media (e.g.: hard disc, pen drive, DVDs etc.), store them in a secure place.
8. Seek advice on disposing of equipment from the IT.
9. Report any loss of any IT assets to the IT team, Admin team and Security Incident team.
10. Follow proper authorization process before taking equipment off-site.
11. Take care when moving equipment.
12. Log out and shut down the system when leaving office
13. Ensure sensitive or personal data is deleted from internal disks prior to disposal or transfer of desktop/laptop equipment. Take help from IT, as needed.
14. Change your password regularly (at least every 45 days).
15. Choose a password of minimum eight alphanumeric characters.
16. Choose a password that cannot be guessed (avoid using your name, DOB, children or pets name, car registration number, cricket team, etc.).
17. Keep passwords secret.
18. Change your password immediately if you suspect that someone knows it.
19. Ensure that your screen is locked, whenever you leave your workstation.

### **b) Don'ts**

1. Usage of foul/obscene/offensive language/material in any form of communication (electronic, verbal etc.)
2. Accessing sex/pornography/offensive and other improper materials
3. Hacking, damaging computers
4. Misrepresenting yourself/facts or others
5. Install any browser or application without approaching IT
6. Access/upload/download materials that can be/deemed objectionable
7. Upload/save/send Axtria's confidential and/or sensitive material to the public or any locations that are considered not appropriate or insecure.





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8. Send or forward emails containing defamatory, offensive, racist or obscene remarks. If you receive an email of this nature, you must promptly notify your supervisor.
9. Spill food or drinks over the equipment.
10. Send unsolicited email messages
11. Forge or attempt to forge email messages, or disguise or attempt to disguise your identity when sending mail.
12. Transmission of unsolicited commercial or advertising material, chain letters, press releases, or other junk-mail of any kind, to other user organizations, or to organizations connected to other networks, other than where that material is embedded within, or is otherwise part of, a service to which the member of the user organization has chosen to subscribe
13. Transmission to a third party of confidential material concerning the activities of Axtria
14. Transmission of client or third party materials to any one not related to the project or to anyone outside of Axtria.
15. Transmission of material which could infringe the copyright of another person, including intellectual property rights
16. Share passwords or write down passwords in a form that others could identify.
17. Allow anyone to watch you typing your password
18. Leave laptops or other office devices unattended especially when outside Axtria.
19. Position laptops near exterior windows where they are subject to a smash and grab theft
20. Use of Axtria IT systems or infrastructure for personal uses.



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### **III. Human Resource:**

#### **a) Do's**

1. Be fair, polite, respectful and helpful to coworkers
2. Maintain confidentiality of all data or information that belongs to Axtria
3. Maintain confidentiality of your Salary/Compensation and for any query related to Salary/Compensation, reach out to HR
4. Maintain punctuality and discipline
5. Adherence to various Axtria policies & procedures
6. Demonstrate technical skills, proficiency in work.
7. Keep Organization over self.
8. Make ethical decision always in the interest of Axtria
9. Must nurture integrity, humbleness and diligence.
10. Maintain peace and harmony, work as a good team mate.

#### **b) Don'ts**

1. Usage of foul/obscene/offensive language/material
2. Discussion of salary/compensation related matters with colleagues or outside the organization
3. Harassing, insulting others
4. Violation of laws (copyright and others)
5. Violation of Axtria policies
6. Engaging in false, speculative or negative discussions about colleagues or Axtria



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info@axtria.com  
www.axtria.com

**I hereby agree that I have read and will abide by the *Axtria Business Conduct guidelines***

Name: Amit Kumar Gupta

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Axtria India Private Limited  
DLF Cyber City SEZ,  
Building No. 14, Tower B, 11<sup>th</sup> Floor  
Gurgaon – 122002, Haryana

### **AUTHORIZATION NOTE**

I am aware that Axtria or Axtria may ask its third parties or contractors to provide services like background checks, payroll processing, finance-related processes like insurance, timesheet data, and health records (Covid - 19 immunization, where applicable) among others. I am aware that I have the right to request in writing, within a reasonable timeframe, that Axtria, Axtria Third Party Vendors, and Axtria Customers disclose my personally identifiable information (PII) for me to fully understand the nature and extent of any related services or investigations.

I am aware that the records will only be used in accordance with the legislation of the relevant jurisdiction for employment-related purposes.

I give permission for the use of my PII data by Axtria and/or connected third parties or Axtria customers for the objectives listed in the nature, context, and purpose. This could include sensitive data and PII including character, general reputation, personal traits, and educational background. (Authentication of earned or sought degrees or diplomas); work history, credit history, court records, and criminal verification records to the extent allowed by legislation, verification of your passport, Permanent Account Number, and results of any medical tests (drug test, COVID-19 vaccination, and so on). My health records (COVID-19 vaccination report etc), residence verification, professional references, personal associates, and any other checks deemed pertinent for the profile were all performed.

I am aware that the information I've provided in this application form may be stored as physical or digital records for the time specified by the data retention laws, all of it, none of it, or neither of it. Further checks determined the profile to be pertinent.

I hereby give the Company and any other third parties they retain for this purpose permission to obtain information about me from my previous employers, educational institutions, banking institutions, insurance companies, payroll processing companies, health records, consumer reporting agencies, and other persons or entities.

For reference, please see the self-attested identity document provided. This document's photostat or any other copy carrying my signature will have the same legal weight as the original.

In the event that Axtria is unable to confirm any reference provided in this application, I am responsible for providing the required supporting information.

I have read, understand, and by my signature consent to these statements.

**Signed by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Certificate Of Completion

Envelope Id: C020B3E288904CAABF23436E2B86CBC2		Status: Sent
Subject: Offer and Appointment Letter: eSignature (Amit Kumar Gupta)		
Source Envelope:		
Document Pages: 20	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Pallavi Basant Shukla
AutoNav: Enabled		Axtria
Envelopeld Stamping: Enabled		Gurugram, Haryana 122002
Time Zone: (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi		pallavi.shukla@axtria.com
		IP Address: 20.211.117.218

Record Tracking

Status: Original	Holder: Pallavi Basant Shukla	Location: DocuSign
3/6/2024 7:22:23 PM	pallavi.shukla@axtria.com	

Signer Events	Signature	Timestamp
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Amit Kumar Gupta		Sent: 3/6/2024 7:27:10 PM
amitinger25@gmail.com		Viewed: 3/7/2024 5:32:37 PM
Security Level:		
.Email		
ID: 69242352-4777-4fa7-88c6-3a4d0f39355e		
3/7/2024 5:32:18 PM		
Electronic Record and Signature Disclosure:		
Accepted: 3/7/2024 5:32:37 PM		
ID: 37df8942-933b-4d8d-ae1e-b0896709dca1		
Company Name: Axtria India Private Limited		

Debyani Sinha  
debyani.sinha@axtria.com  
Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Samiksha Bhasin  
samiksha.bhasin@axtria.com  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2024 7:27:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Axtria India Private Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Axtria India Private Limited:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [hmlata.goel@axtria.com](mailto:hmlata.goel@axtria.com)

#### **To advise Axtria India Private Limited of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [hmlata.goel@axtria.com](mailto:hmlata.goel@axtria.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Axtria India Private Limited**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [hmlata.goel@axtria.com](mailto:hmlata.goel@axtria.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Axtria India Private Limited**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [hemlata.goel@axtria.com](mailto:hemlata.goel@axtria.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axtria India Private Limited as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axtria India Private Limited during the course of your relationship with Axtria India Private Limited.