

**March 16, 2020**

**MD HAMDAN H**

Dear **MD HAMDAN,**

Subsequent to our discussions with you, we are pleased to offer you an appointment with **Fiserv India Private Ltd** ("**Company**") as **Quality Assurance Engineering, Professional**. Your appointment with the Company shall be governed by the terms and conditions as set forth in this letter and Annexures.

If you wish to accept our offer of employment based on the terms and conditions of employment contained herein, please acknowledge your acceptance of this offer by electronically signing this agreement and submitting it back to the Company within 5 days. Our offer shall automatically lapse unless you submit your acceptance within the prescribed time.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of the Company.

If you have any questions in relation to this offer, please contact your respective Recruiter.

**Sincerely,**

**Mamta Sharma**


**VP, HR, India**

**Acceptance**

I hereby accept the terms and conditions of this offer for employment with **Fiserv India Private Ltd** and agree to join on such date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

By selecting the "**E-sign by Adobe Sign**" button, you are signing this Agreement electronically. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. By selecting "**E-sign by Adobe Sign**" you consent to be legally bound by this Agreement's terms and conditions and the attached annexures. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Company.

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi - 110025  
CIN - U72900DL2002PTC115630

## TERMS AND CONDITIONS OF EMPLOYMENT

For the purpose of this Section, you shall be referred to as the “**Employee**”.

### 1. PRE-CONDITIONS TO EMPLOYMENT

The Employee agrees that his/her appointment with the Company is contingent on the successful clearance of a background check to the Company's satisfaction. The employee shall submit all the mandatory documents to the Fiserv authorized background check vendor within forty-eight (48) hours of receiving the background check application link.

The Employee agrees that he/she shall be required to undergo a drug test in a company authorized hospital within forty-eight (48) hours of receiving the drug test intimation. The employment is conditional based on satisfactory result of the drug test.

The Employee also agrees that his/her appointment with the Company is contingent on his/her acknowledgment of acceptance of the Fiserv Confidentiality Agreement which is attached as Annexure A.

### 2. STATE OF FACTS

The Employee agrees that this offer for employment is made based on the Employee's technical proficiency / qualification / skills / experience that the Employee has declared to possess as per the information / documents provided by the Employee, and that by accepting this offer, the Employee specifically authorizes the Company or any external agency instructed by the Company to verify the Employee's educational, employment antecedents, conduct and to make any other background checks prior to the Employee's date of joining the Company or thereafter. The Employee shall extend full co-operation (if asked for) during such verification without any protest or demur. If any of the statements / particulars furnished are found to be false, misleading, incorrect or unethical, the Company shall have the right to terminate this offer of employment without any notice / payment forthwith and the Employee shall be considered to have committed a breach of this letter.

### 3. APPOINTMENT


The Employee's employment as **Quality Assurance Engineering, Professional** with the Company will be effective on **6 Apr, 2020 (“Joining Date”)** and the Employee will be required to report to our office at **Bengaluru - Prestige** ( 3rd Block, 1st & 2nd Floor,Dairy CircleBengaluru- 560029) on that day to complete joining formalities.

### 4. DUTIES AND RESPONSIBILITIES

The Employee shall be required to perform all duties and functions as required by the Company from time to time. The Employee agrees to devote his/her full time and attention to the business, to the best of his/her skills and abilities and to promote the interests and welfare of the Company.

### 5. DUTY HOURS

The Employee's duty hours shall be as advised by superiors from time to time but shall not be less than 45 hours a week. It is expressly agreed that if the Employee fails to perform the work according to the scheduled working

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road , Delhi -110025  
CIN - U72900DL2002PTC115630

hours or resorts to stoppage of work, whether alone, or with others, the Employee shall be entitled to receive salary only in proportion to the working hours during which the Employee has actually performed work. Overtime rates (if any) shall be in accordance with the Company Policy as prescribed from time to time.

## **6. COMPENSATION AND BENEFITS**

The Employee's total all-inclusive annual gross compensation on a Cost to Company (CTC) basis will be **INR/- 859,509**. The Employee's salary, payable on a monthly basis, shall include the basic salary and various allowances which may be claimed in compliance with and subject to limits under, the applicable tax laws and Company's policies and practices. Please refer to **Annexure B** for details with respect to your compensation and benefits.

All payments by the Company shall be subject to statutory deductions and contributions (including tax withholdings). The Employee agrees that the salary and terms of employment may be amended from time to time at the sole discretion of the Company.

If authorised to do so, the Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse the Employee for business expenses after the Employee has presented an itemized account of expenditures, in accordance with Company Policy.

## **7. DRUG FREE WORKPLACE**

All employees are prohibited from manufacturing, distributing, dispensing, possessing, selling, purchasing, using or being under the influence of alcohol, inhalants or any illegal drugs on Company premises (including in any vehicles on Company premises), while in Company-provided vehicles at any time or location, or while conducting Company business off Company premises. The Company reserves the right to discipline employees who violate this Policy, up to and including termination of employment, based on the facts and circumstances of the case and to have drug tests conducted to ensure that the Employee is not using / under the influence of illegal drugs.

## **8. MEDICAL EXAMINATIONS**


The Company reserves the right to conduct medical examinations anytime during the term of employment of the Employee, and if there are concerns about the fitness of the Employee, the Company may take appropriate action as may be necessary in the opinion of the Company, including termination of the Employee's employment.

## **9. COMPANY POLICIES**

The Employee agrees and undertakes that the Employee shall be bound by all the policies and procedures of the Company (including those contained in the employee handbook, standing orders, if any), as may be drafted, revised, amended and/or updated from time to time by the Company, at its sole discretion. The Employee shall also abide by all other rules and regulations of the Company as communicated by the Company that are applicable to the Employee, as may be changed from time to time at the Employer's discretion.

## **10. SENSITIVE AND PERSONAL DATA**

The Company may, in connection with the Employee's employment, collect sensitive personal data or information ("SPDI") relating to the Employee. Such SPDI may be collected from the Employee and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting the offer of employment, the Employee expressly consents to the following: (i) the collection, use, processing and storage of

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi -110025  
CIN - U72900DL2002PTC115630

the Employee's SPDI; (ii) the transfer worldwide of the Employee's SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that the Employee shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and that the Employee agrees to the terms thereof; (iv) use of the Employee's personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which the Employee has access in the course of employment strictly in accordance with Company policies and procedures and not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to the Employee.

## **11. NOTICE PERIOD**

Either party may terminate employment by serving a written notice of **60 days** (or more, as per your level at the time of relieving, as per Company policy) ("**Notice Period**"). Alternatively, the Company may terminate the Employee's employment with immediate effect, upon giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period. In case the Employee has given a notice to resign from services, the Employee is expected and required to diligently serve the entire Notice Period. The Employee's resignation must be accepted by the Company prior commencement of the Notice Period. In case, an Employee has signed the surety / service agreement with Company then the terms & conditions mentioned in the surety / service agreement will supersede the notice period clause of the employment agreement.

## **12. TERMINATION FOR CAUSE**

**12.1** Notwithstanding anything mentioned in Clause 11 above, the Company may terminate the Employee's employment with immediate effect by a notice in writing (without payment in lieu of notice) in the event of any of the following:

### **12.1.1 Misconduct**

**12.1.2 False or Incorrect Information:** The Employee acknowledges that

- If any statements, particulars or documents furnished by the Employee before or at the time of joining are found to be false, misleading, incorrect or unethical, or
- If the Employee does not co-operate or does not successfully undergo the drug test,

**12.1.3 Unacceptable Performance:** The Employee agrees that any proven deliberate or willful non-performance or poor performance of work by the Employee may result in termination of employment as per Company policy.

**12.2** The Employee's employment shall automatically terminate upon Employee's disablement or death.

**12.3 Liability:** The Parties hereby agree that if the termination is found to be wrongful by an appropriate Court in India, based on a non-appealable order, the maximum liability of Company shall not exceed Employee's fifteen (15) days' salary and statutory benefits for every year of service, in case the Company does not re-instate the Employee.

**12.4 Waiver and Release of Claims Letter:** Upon termination of Employee's employment with the Company for any reason, the Company may require the Employee to sign a Separation and Release Agreement with the Company at no additional consideration or payment.

### **13. TRANSFERABILITY**

The Employee can be transferred temporarily or permanently anywhere in India or abroad to any of the Company's existing / future establishments or at client location depending on the exigencies of the work on the same terms and conditions of appointment.

### **14. SERVICE AGREEMENTS**

If the Employee is offered and the Employee accepts any onsite project or specialized training, whether in India or abroad, the Employee shall be required to enter into a Service Agreement or any such Agreement, which the Company may decide. The Employee shall be required to reimburse the Company of training and other expenses incurred by the Company, as indicated in the Services Agreement or such other Agreement, should the Employee terminate employment within the Commitment Term (as defined under such Agreement). The said Service Agreement shall be a binding contract.

### **15. COVENANT NOT TO COMPETE AND NON-SOLICITATION**

The Employee hereby acknowledges that if the Employee were to compete with the Company in the services, which the Employee provides through the Company, it could cause serious harm and injury to the business relationships and business of the Company. Therefore, the Employee agrees that during the tenure of the Employee's employment, the Employee shall not in any way:

- directly or indirectly compete with the Company; or
- directly or indirectly, either alone, or in conjunction with any other person or entity, solicit, induce or recruit any employee of the Company to leave the employment of the Company for any reason including, but not limited to, being employed by the Employee or another company or a Client.


"Client," for purposes of this Agreement, means any person or entity for whom or which the Employee performs services while being compensated by the Company even if such person or entity has not directly contracted with the Company for the Employee's services. The term Client also includes affiliates of any Client as defined in the preceding sentence.

### **16. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**

Notwithstanding anything contained in this Agreement to the contrary, the Employee shall not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company. The Employee shall also not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

### **17. RELEVANT LAW**

Even though the Company may send the Employee overseas for onsite work, this Agreement, and the Annexures shall be subject to the law of India.

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi -110025  
CIN - U72900DL2002PTC115630

## **18. DISPUTES RESOLUTION**

In the event of any dispute or difference arising between the parties hereto, in connection with this letter including any question relating to its existence, validity, interpretation or legal effect, the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration, ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be at New Delhi. The Tribunal shall consist of one arbitrator. The language governing the arbitration shall be English.

## **19. REMEDIES**

The parties recognize that irreparable injury will result to the Company, its business, and its property in the event of breach of this Agreement by the Employee, including specifically Clauses 4, 5, 6, 7 and 8 hereof, and that the Company shall have no adequate remedy at law for the breach or threatened breach of such provisions.


The Employee hereby agrees that in the event of any breach, or threatened breach, the Company shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain such breach or threatened breach thereof by the Employee, or the Employee's partners, agents, servants, employers, and employees, and any other persons acting for or with the Employee, and to preliminarily and permanently enjoin and prevent the Employee from threatening to or engaging directly or indirectly in any activities prohibited by any portion of these restrictive covenants and non-disclosure provisions. The Employee agrees to pay any and all reasonable attorney fees incurred by the Company in enforcing any covenant contained in this Agreement, in addition to all other rights or remedies to which the Company is entitled, which includes the right of the Company to seek reimbursement for any money damages sustained by the Company.

## **20. MISCELLANEOUS**

- During the term of employment and at all times thereafter, Employee will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.
- Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
- The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- The provisions of this Agreement are severable, and should any provisions hereof be invalid, void, voidable, or unenforceable, it shall not affect any other portion or provision of this Agreement.

## **21. INDEMNIFICATION**

The Employee shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of the Employee's act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the terms of the Employee's employment or negligent performance of the Employee's duties as expected from the Employee while in employment of the Company.

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi -110025  
CIN - U72900DL2002PTC115630



## Annexure A

### CONFIDENTIALITY AGREEMENT

In consideration of my employment at Fiserv, Inc. and/or its affiliates ("Fiserv") or my continued employment at will by Fiserv, and the payment to me of the salary or other compensation that I receive during my employment, I agree as follows:

1. I will not, without Fiserv's prior written permission, disclose to anyone outside of Fiserv or use in any other way, either during or after my employment, any Fiserv confidential information or material, or any information or material received in confidence from third parties by Fiserv. I understand the unauthorized use of recording devices to record or disseminate confidential or trade secret information is strictly prohibited. "Recording device" means any device that is capable of capturing or recording sounds or images, including, but not limited to, cameras, camcorders, video devices, camera or video enabled cell phones, cassette recorders, and digital voice or image recorders. PDAs, MP3 and DVD devices, laptop computers, and other devices are included if they are equipped with any device or technology that has the capability to record images or sounds. If I leave Fiserv's employ, I will return all Fiserv property in my possession, including all confidential information and other proprietary material such as software, code, drawings, notebooks, reports, Developments, and customer lists.
2. I will not disclose to Fiserv any information or material that is confidential to others, or use such information in its business, or cause it to be used.
3. I will comply, and do all things necessary for Fiserv to comply, with the laws and regulations of all governments under which Fiserv does business, and with the provisions of contracts between any such government or its contractors and Fiserv that relate to intellectual property or to the safeguarding of confidential information or material.


4. I hereby assign to Fiserv my entire right, title, and interest in any idea, invention, design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship (collectively, "Developments"), hereafter made or conceived solely or jointly by me, or created wholly or in part by me, whether or not such Developments are patentable, copyrightable, or susceptible to other forms of protection. These Developments will relate to the actual or anticipated Fiserv business or research and development, and shall include any Development that may be suggested by me or result from any task assigned to me or work performed by me for or on Fiserv's behalf.

The above provisions concerning assignment of Developments apply only while I am employed by Fiserv in an executive, managerial, product or technical planning, technical, research, programming, or engineering capacity (including without limitation, development, product, manufacturing, systems, consulting, support, and field testing). Excluded are any Developments that I cannot assign to Fiserv because of my prior agreement with \_\_\_\_\_, effective until \_\_\_\_\_.

I acknowledge that the copyright and any other intellectual property right in designs, computer programs, and related documentation, and works of authorship, created within the scope of my employment, directly or indirectly, belong to Fiserv by operation of law.

**If this is not applicable, enter "n/a."**

5. In connection with any Developments assigned by Section 4 above, I will promptly: (a) disclose completely all facts regarding them to Fiserv; and (b) on Fiserv's request, execute a specific assignment of title to Fiserv, and do

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi -110025  
CIN - U72900DL2002PTC115630

anything else reasonably necessary to enable Fiserv to secure a patent, copyright, or other form of protection related thereto.

6. Fiserv and their licensees (direct and indirect) are not required to designate me as author of any design, computer program, or related documentation, or other work of authorship assigned in Section 4 above when distributed publicly or otherwise, nor to make any distribution thereof. I waive and release, to the extent permitted by law, all my rights to the foregoing.

7. I have identified below all Developments not assigned by Section 4 above in which I have any right, title, or interest, and that were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: (It is in your interest to establish that any of the above were made, conceived, or written before your employment by Fiserv. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish Fiserv to consider any of these items, you may contact the Fiserv Legal Department, which will provide you with instructions for submitting them to Fiserv.)


8. I acknowledge Fiserv is entitled to an accounting and repayment of all profits, compensation, commission, and benefits that I directly or indirectly realize in connection with any breach of this Agreement; such remedy shall be in addition to and not limit Fiserv's right to injunctive relief under this Agreement in the event of any breach or threatened breach by you, directly or indirectly.

9. The term "affiliates" as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by Fiserv, Inc.

10. I agree not to engage in any activity that creates a conflict of interest with Fiserv's interests or interferes with my compliance with this Agreement.

11. This is my entire agreement with Fiserv relating to the subject matter hereof, and it supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements by or with Fiserv. I acknowledge receipt of a copy of this Agreement.

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road, Delhi -110025  
CIN - U72900DL2002PTC115630



## **Annexure B (INR)**

### **Part (a) - Annual**

**Basic: 292,215**

**House Rent Allowance: 146,108**

**Special Allowance: 374,977**

**Total - Part (a) : 813,300**

### **Part (b) - Annual**

**Employer Contribution of Provident Fund: 21,600**

**Gross Salary Annual : 834,900**


**Total Compensation: 834,900**


**Retiral & Benefits**

**Gratuity :14,049**

**Meal Credit Value : 10,560**

**Total Cost to Company : 859,509**

  
Hamdan (Mar 16, 2020)

  
Mamta Sharma  
VP, HR, India

Registered Address-  
Fiserv India Private Limited.  
Regus Elegance, Level 2, Jasola District Centre,  
Old Mathura Road , Delhi -110025  
CIN - U72900DL2002PTC115630

## **BENEFITS**

The Company will provide you with benefits as part of its standard employee benefits package and in accordance with Company policy applicable for your level.

### **Wellness Related:**

**a. Group Mediciam Insurance** – The policy covers the Employee, the Employee's spouse and maximum of two children. Total coverage available per family is up to **INR 400,000** per annum for hospitalization expenses (in India). 100% of the medical insurance premium and service charges will be borne by the Company. This policy also provides the optional benefit of covering the dependent parents, though this requires an additional contribution from the Employee. The Employee can also choose the option of increased insurance cover by contributing an additional premium.

**b. Group Personal Accident Insurance** – The Company extends accident insurance coverage to all permanent employees. This is an annual policy, which covers unfortunate loss of life or physical injury caused to an employee due to accident. The sum insured as per the policy is based on the grade/ level of the employee. *In addition, the company also offers overseas mediclaim benefits to all employees and their family members traveling abroad.*

**c. Policy on Group Term Life Insurance** – The Company extends term life insurance coverage to all its permanent employees. This is an annual policy that covers unfortunate loss of life or critical illness, by providing insurance cover. The sum insured as per the policy is based on the grade/ level of the employee.

**d. Non-Smoking Policy** - The Company assures a smoke free environment for its employees, and thus prohibits smoking in the work place. The entire office is declared as 'No-Smoking Zone'.

### **Retiral Related:**

**a. Gratuity** – An employee is eligible for Gratuity, after completion of continuous service of five years, as per the Payment of Gratuity Act, 1972. It is computed at the rate of 15 days' wages based on rate of wages last drawn for every completed year of service.

**b. Provident Fund** – The benefit of Provident Fund is extended under the Employees Provident Fund Scheme. The rate of contribution is in accordance with PF guidelines