

PRIVATE AND CONFIDENTIAL

Date: December 22, 2020

Ms. C Roopa

#896, Srivari Nilayam,
5th Main, Tulasi Theater Road,
Bangalore-560037

EMPLOYMENT AGREEMENT

Dear C,

Further to the recent meetings and discussions you had with us, we are now pleased to offer you an appointment with **Outsourcepartners International Private Limited** ("the Company") to the position of **Senior Executive - Operations at Band A2**, on the terms and conditions set out herein after:

1 EMPLOYMENT

1.1 Your effective date of joining shall be no later than : **February 25, 2021**

1.2 Your employment with the Company is subject to:

- (i) The accuracy and authenticity of the testimonials, documents and information provided by you to the Company. The Company will get authenticity of aforesaid, and of the personal and employment details, provided by you to the Company, validated, either internally or through any external agency engaged by the Company, and by accepting this offer, you hereby agree that you have no objection, and you unconditionally consent, to the same and grant Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to you and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to you and/or without your further or additional consent.
- (ii) Your being free from any contractual or legal restrictions preventing you from accepting this offer or starting work on the above-mentioned date;
- (iii) On our receiving two satisfactory references; and
- (iv) Your fully and truly disclosing on your own behalf and, if married, on your spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusteeships; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, you hereby agree to withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.
- (v) If you breach, fail to fulfill or comply with any of the aforesaid conditions, this offer shall stand revoked automatically without any further reference or notice to you (whether you have accepted it or not) and, if you have already commenced employment with the Company, such

employment will automatically terminate without giving you any claim for compensation or damages, but without prejudice to the Company's rights and / or remedies against you.

1.3 Probation:

- (i) You will be on probation* for a period of 180 Days from the date of joining which can be extended by the company at its sole discretion in case your performance does not meet requisite standards or for any other reason as deemed fit or proper by the company. At the end of the probation period your services with the company would be deemed confirmed unless specifically extended by the company in writing, within the said period of 180 Days

*No probation period for Band D and above

(ii) During the period of probation including during the extended period of probation, *if any*, your services are liable to be terminated by either party at any time without cause with 15 (fifteen) days written notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over and/or knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client or work commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

- (iii) In case, during your notice period, you abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

(iv) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without limitation client requirements or any security reasons or any productivity issues or your presence on Company premises including without limitation on the production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation. Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

- (v) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts, it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media, or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.

(vi) Waiver of notice period is at the sole discretion of the Company. If Company exercises such discretion then notice period shall be waived of by the Company in writing only therefore any verbal assurance given by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.

2 PLACE OF POSTING

- 2.1 Your initial place of posting shall be at **Bengaluru, Karnataka**. However, your services are transferable to any other another place either in existence now or which would come into existence henceforth. You may be transferred within India or outside India to serve the Company or any of Company affiliates. You may be transferred to any of Company's or its affiliates existing offices or locations anywhere or to any of the future offices or locations which may come into existence or may get acquired henceforth / any-time in future. It is a condition to your employment that you comply with any such requirements of the Company. The transfer will not deem to constitute a change in your conditions of service. The Company will not be responsible for any of your acts leading to any action against you as per the law of the country or state you have been deputed or transferred to.
- 2.2 You may however also be required to work at any other place that the Company may deem fit and as may be required from time to time. You may also be seconded, deputed or transferred to any other company associated to the Company or to Company's clients' or clients' customers offices whether in India or abroad.
- 2.3 Your place of work shall change in case of any relocation of the Company's offices, for which you shall not be entitled to any additional compensation.
- 2.4 Actual work timings and shifts may vary from time to time based on business and client / client's customer service requirements. The Company reserves the right to change the working hours at any time and employee will be advised of the changes in advance. An employee is expected to work in any shift including in night shift as may be assigned to him/her by the Management.

3 PERFORMANCE OF DUTIES

- 3.1 You shall be assigned with all the duties and responsibilities of the **Senior Executive - Operations at Band A2** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
- 3.2 You shall, at all times, be required to carry out the duties and responsibilities assigned to you by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Company.
- 3.3. This offer is made on the clear understanding that your employment is on whole-time basis and that you shall not undertake any other part-time or full-time work or any independent assignments, without the prior authorized and specific written consent of the Company. You shall not, during the term of your employment engage directly or indirectly, whether part-time or full time, whether for profit / commercial interest or otherwise, in any other employment, business, occupation, profession, vocation or activity, whether as a principal, agent or otherwise, which whether or not be detrimental, whether directly or indirectly, to the Company's interests. Any engagement by you as aforesaid shall be construed as dual employment and you shall be liable to face strict disciplinary action for the same, which may go up to termination of your employment without any compensation or damages to you. Further, Company reserves the right to seek injunctive relief against you and to claim from you the damages, losses, costs or expenses suffered, sustained, incurred or paid by the Company.

- 3.4 You shall use the office of the Company only for rendering such services for which you have been appointed.
- 3.5 You are expected to attend office, except when traveling on business, during the working hours/shifts as may be decided by the Company. The Company practices a 48-hour work/week for all staff and management employees. You may be called upon to work in any of the shifts depending on the business and customer service requirements. Actual work timings and shifts may vary from time to time based on business and customer service requirements. By accepting this offer, you hereby agree to work in any shift including in night shift as may be assigned to you by the management. In case you, for the reasons attributable to you, work for less than 8 / 9 hours a day (*as the case may be depending upon your location of work*), it would be treated as absence from duty and your wages / salary shall be deducted accordingly.
- 3.6 You shall first apply for leave and get it sanctioned from your supervisor before proceeding on leave. Any leave taken by you otherwise shall not be taken cognizance of and your supervisor shall be entitled to mark you as 'absenting unauthorizedly'/'on unscheduled off'. Any sick leave of over three days' has to be supported with medical certificate, fitness certificate and other medical documents including prescriptions, medicine bills, reports and records to support your sickness and treatment. Any emergency leave shall be informed by you personally to your supervisor over a phone (not via sms) at least six hours before your shift time otherwise you would be marked as 'unauthorized absence /'or unscheduled off'.
- 3.7 The employees shall be entitled to their monthly emoluments only if they give the normal production/output and perform work according to their scheduled working hours. In case, therefore, the employees resort to go-slow and/or intermittent stoppage of work, or slow-down or work-to-rule, or absent from duty, which shall include employee's absence from the place or places where, by the terms of his/her employment or Company's instructions, he or she is required to work (the employee shall be deemed to be absent from the place where he/she is required to work if, although present in such place, he/she refuses, defaults, omits or neglects to carry out his/her work), or the like, such employees shall be entitled to receive wages/salary only in proportion to the production/output given by them / hours during which they have actually performed normal work. This is without prejudice to the right of the management to effect penal deduction of wages/salary under applicable law or this Employee Handbook.
- 3.8 You shall use client provided / allotted e-mail for rendering services to client only or strictly for client related official work only. Such e-mail shall not be used by you for any other purpose including without limitation for applying for leave, for tendering your resignation, for raising any grievance, etc. Further, you shall not communicate with the client or with client customers' directly via any mode or medium whatsoever unless prior written specific authority is provided to you by the Management.

4. **Background Verification**

The Company will get employee's background verified either internally or through any external agency engaged by the Company. By accepting the employment offer, employee agrees that he/she has no objection, , to any such background verification and grants the Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to employee and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to employee and/or without further or additional consent from an employee.

5. External Interests

Every employee shall fully and truly disclose on his/her own behalf and, if married, on his/her spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusteeships; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, employee shall withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.

6 COMPENSATION

- 6.1 As compensation for services to be rendered, you shall be paid a Basic Salary of **Rs. 325,000** per annum. The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month but before expiry of the 7th day of the succeeding calendar month. Other allowances and benefits payable shall be as detailed in Appendix 1 hereto.
- 6.2.1 The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.
- 6.2.2 The compensation paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of any other allowances.
- 6.3 By accepting this offer you authorize the Company to deduct from your remuneration including on termination of employment (including from salary, salary in lieu of notice, holiday pay, allowances, discretionary bonus (*if any*), etc.) all debts owed by you to the Company or any of its group or affiliate companies or any fine or recovery imposed by the Company including pursuant to the Company's disciplinary procedure or to deduct any amount for absence from duty or for notice period not served by you or for damage to or loss of goods or Company assets or for recovery of advances or loans, etc.

7.. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, employee relations, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company or to Company employees, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality and Non Compete Agreement' in the form annexed to this letter.
- 7.2 You undertake not to make copies or duplicates of any Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards,

diskettes, programs, photographs or such other proprietary information relating to the Company's business.

- 7.3 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.
- 7.4 You agree and confirm that the terms and conditions of this Clause 5 shall survive the termination or discontinuation of your services with the Company.

8. INTELLECTUAL PROPERTY RIGHTS

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by you, either individually or jointly with others, during your employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. You agree to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such Inventions, information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws or applicable Indian laws (or any other applicable law). If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by you during the performance of your services as an employee of the Company.

9. DISCIPLINARY ACTION PROCEDURE

Any breach of the Company's Code of Conduct, policies, etc., or any act of omission or commission constituting misconduct, or failure to attain or maintain a satisfactory work standard, by any employee will be regarded as a disciplinary or capability matter. The procedure for such misconducts, matters or offences including major misconduct shall be as set out under the Code of Conduct and/or Progressive Disciplinary Policy. If you are accused of misconduct, you shall be liable to be suspended from service pending or in contemplation of enquiry. During suspension, you shall be entitled only to a subsistence allowance at the rate described in the attached Appendix - 2, forming an integral part & parcel of this employment agreement. The rate of subsistence allowance, as described in Appendix - 2, is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply. If you are found guilty of any charge of misconduct, you shall be deemed to be absent during the suspension period and not be entitled to any compensation, remuneration or other amount except the subsistence allowance paid / payable. In the enquiry, you may bring only a co-employee (who is not accused of similar charges) to represent or assist you. In no case would you be entitled to bring any outsider who is not employed with the Company, to represent or assist you at such enquiry.



10. CODE OF CONDUCT

You shall abide and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this employment agreement. The Code of Conduct may be changed at any time at the discretion of the Company and the changed Code of Conduct shall thereupon bind you. You will also carry out and abide by any instruction, policy issued by the Company from time to time.

11. LAY OFF, TERMINATION OF EMPLOYMENT AND RETIREMENT

- 11.1 The Company may, in the event of shortage of orders, finance, stores, power, etc., or, breakdown of machinery, equipment, communication or network systems, etc., or any serious technical issues, or any restrictions or the like placed by the Government or any statutory authority or the like, or seasonal variations or adverse climatic conditions or the like, or fire, catastrophe, civil commotion, epidemics, natural calamity, disaster, strike or slowing down of work on the part of employees, or any other sufficient cause of any nature whatsoever, temporarily stop work in any department / unit of the establishment or part thereof and lay-off any employee or employees concerned (including you), continuously or intermittently, for such period(s) as deemed necessary by the Management Company.

During any period or periods of lay-off, you shall not be entitled to any wages or compensation except compensation under any applicable law; provided that, in case of lay-off for more than 45 days during any period of twelve months, no lay-off compensation, in any case, shall be payable to any employee after the expiry of the first 45 days of lay-off, whether continuous or intermittent, which you are hereby deemed to have specifically agreed to by accepting the offer of appointment and remaining in the service of the Company.

- 11.2(A) After completion of the Probationary period, either the Company or you may at any time terminate this agreement without cause by giving in writing to the other party 45 (forty-five) days notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over / knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice, and withhold your relieving and experience letters. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

- 11.2(B) In case you, during your notice period, abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

- 11.2(C) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without

limitation client requirements or any security reasons or any productivity issues or your presence on the Company premises including without limitation on production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation. Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

11.2(D) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.

11.2(E) Waiver of notice period is at the sole discretion of the Company. If Company exercises its discretion then waiver of notice period shall be in writing only therefore any verbal assurance by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.

11.2(F) After notice of termination, you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.

11.3 Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company. The Company reserves the right not to relieve you of your employment in the event that all the Company's documents / property / Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.

11.4 The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties at premises other than those referred to in paragraph 3.1 above, or to carry out no duties, and to instruct you not to communicate with clients, client's customers, employees, agents or representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period. You shall not be entitled to engage in any other employment, work or business during the notice period. You shall not be entitled to take any leave (unless applied for and permitted in writing, and sanctioned, by the management and on such terms & conditions as may be prescribed by the management) during the notice period. Any leave sanctioned by the management shall result in extending your notice period by number of days you had taken the sanctioned leave.

11.5 You shall retire on your 60th birthday or the last day before that, if your birthday does not fall on a working day.

11.6 In addition to all the rights of the Company provided for in this employment agreement and under law, the Company may terminate your employment forthwith in any of the following circumstances:

- (i) Breach by you of any of the terms of this employment agreement;
- (ii) Breach of any clauses of the Company's Code of Conduct as referenced in clause 8 hereinabove;
- (iii) Unauthorized absence beyond a period of 5 (five) consecutive days;

- (iv) Inability to perform your duties beyond a period of (30) days, whether on medical grounds or on any other grounds;
- (v) Physical or mental incapacitation to perform your duties;
- (vi) Any misrepresentation by you to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;
- (vii) Commission of any act detrimental to the interests of the Company;
- (viii) Commission of any act of moral turpitude;
- (ix) Major misconduct;
- (x) Commission of an act of insolvency;
- (xi) Conviction in any court of law for the commission of any crime; or
- (xii) Your performance is continuously measured as below expectation for a period of two months, despite due training.
- (xiii) Either refusing to appear for a drug test as per company policy or failing to clear the drug test.
- (xiv) Breach of Information Security Guidelines

Every EXL employee must be aware of their individual responsibility to maintain compliance with Information Security, Cyber Security and Data Privacy policies and undergo periodic trainings and awareness in this area. All employees must refer to Information Security & Data Privacy Policy to understand the Company's requirements with respect to the collection, storage, use, transmission and disposal of information in electronic, voice or tangible written forms. The policy also details out guidelines for laptop users, access control, Email access, password management, Blackberry and PDA usage and maintaining clean desk. All the employees of EXL are required to fully comply with the aforesaid policy.

It is mandatory for all employees of EXL across levels to complete the Information Security Training within prescribed timelines (for details refer to ISG policy guidelines)

Notwithstanding anything contained in clause 11.6, the Company reserves the right to terminate your employment without giving any notice period or pay in lieu thereof if you are in breach of the sub-clauses of clause 11.6 hereinabove.

12A. JOB ABANDONMENT

If you, abscond from duties, or remain unauthorizedly absent or absent without authorization, or abruptly stop reporting to duties, or absent unauthorizedly without prior information to, and prior permission from, the Management, or remain absent without leave, or over-stay beyond your approved leave, for sixteen (16) consecutive days', it will be deemed that you have voluntarily resigned from the services of the Company or relinquished your employment and in such an event your name shall automatically stand removed from the rolls of the Company. The Company in such a case shall not be under any obligation to issue your relieving and experience letters. Company shall further be entitled to recover salary in lieu of notice not served by you from your salary, allowances and full & final payment and you hereby authorize the Company to do so without any notice or reference to you or without any further consent from you. You also agree that Company shall not be under any obligation to prove your intent as described here-in and it shall be deemed that you have no intention to resume duties.

13. OTHERS

- 13.1 You will be bound by the Code of Conduct of the Company and all other rules, regulations, instructions, policies and orders issued by the Company from time to time, in relation to your conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these Code of Conduct, rules, regulations, instruction, policies etc. were part of this employment agreement.
- 13.2 You shall immediately inform the Company in writing about any change in your residential address. In case of any delay, negligence, failure or default on your part to do so, any communication, letter, notice, etc. addressed at your last known address available in Company records shall be deemed to be effective and valid communication to you and you shall be estopped from disputing or challenging the same.
- 13.3 You represent that you have no interest or obligation that is inconsistent or in conflict with the terms contained herein. You agree to notify the Company immediately if any such interest or obligation arises. You also represent that you will not bring with you or disclose to the Company, or use in the performance of your responsibilities at the Company, any confidential information not generally available to the public of a former employer or any other party, unless you have obtained prior authorized written & specific authorization for its possession and use.
- 13.4 You also agree that, during your employment with the Company, you shall abide by any confidentiality obligations you may owe to any former employer or other party. You also agree and represent that you are not bound by any valid agreement or obligation of non-competition or non-solicitation to any or former employers or other parties.
- 13.5 If any information furnished by you to the Company is found not to be true or is found to be false, misleading or inaccurate, or if you are found to have suppressed or concealed any material information / fact, or if you have misrepresented anything, the Company shall be entitled to terminate your employment without notice and/or without compensation or damages to you.
- 13.6 You agree that if you breach any of your obligations *inter alia* pertaining to notice period, confidentiality, intellectual property rights, Inventions, non-compete or non-solicitation, the Company shall be entitled to seek equitable and injunctive relief against, and damages from, you, and notwithstanding anything contrary contained here-in this offer or in any of annexures, appendix, schedules, etc. appended to, or forming part & parcel of, this offer, you shall indemnify the Company for any and all the losses, liabilities, damages, costs or expenses suffered, sustained, incurred or paid by, or claimed / demanded from, or alleged, threatened, assessed / judged against, the Company including without limitation attorney fees and litigation costs. The provisions of this employment agreement shall be construed and governed in accordance with the laws of India.

14A. Notification to New Employer

In the event that you leave the employment of the Company, you hereby consent to the notification to your new employer of your duties and obligations hereunder with respect *inter alia* to confidentiality, intellectual property rights, Inventions, your notice period, your non-compete and non-solicitation obligations.

15. **Proprietary Rights:** You shall agree that the proprietary rights in any or all inventions, designs, applications, or work systems which you have made or developed, wholly or partially, during your employment with the Company, shall be the exclusive property of the Company.
16. **Travel for Work:** From time to time you will need to travel within India and abroad. You will need to maintain all required papers (passport, VISAs) to ensure ability to travel at short notice. While your base will remain the Bengaluru, Karnataka region, the Company may request you to spend extended periods of time in other locations including the office of Company's parent company in New Jersey, USA.
17. **Invention Assignment, Confidentiality and Non-Compete Agreement:** Additionally you are also required to sign the Company's standard employee proprietary information agreement relating to confidential information and the assignment of proprietary developments to the Company. Your refusal and/or failure to sign the aforesaid agreement shall be sufficient cause for the Company to terminate your service forthwith without notice and compensation to you.



A copy of the agreement is attached for your signature as Appendix III (as applicable).

Kindly sign and return the duplicate copy of this employment agreement, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of the letter.

Please note that by signing this offer letter / agreement, you have agreed to accept the employment with the Company on the terms and conditions set out hereinabove. Upon your signature and return to us, this offer letter will be treated as an employment agreement and the terms and conditions of this employment agreement shall govern your employment with the Company.

This offer shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this employment offer letter / employment agreement.

It is a pleasure to welcome you as a member of **Outsourcepartners International Private Limited**

We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

Yours truly,
For Outsourcepartners International Private Limited

Ms. Parul Kataria
Vice President - Human Resources

I accept the offer on, and agree & consent to and accept, the terms and conditions as described in this letter.

Agreed and accepted, and consented to, by me.

Ms. C Roopa

Dated: 2/25/2021

Permanent Address:
#896, Srivari Nilayam,
5th Main, Tulasi Theater Road,
Bangalore- 560037

COMPENSATION & BENEFITS

- You may be covered under the Employees' State Insurance Act, 1948 (ESI Act), *if applicable*. The requisite amount as per provisions of, and as prescribed in, the ESI Act towards employee's contribution would be deducted from your compensation. You shall be entitled to ESI benefits in accordance with the applicable statutory requirements.
- You shall be provided with superannuation benefits of Employees' Provident Fund and Gratuity in accordance with the applicable statutory requirements.
- You shall be covered under, a comprehensive medical insurance coverage (under Mediclaim Policy) for self, spouse and dependent children, not exceeding 3 dependents in total, and the personal accident insurance coverage for self only, as per the Company policy.
- You shall be entitled to other allowances and benefits, as applicable as per Company's Policies. Details of other allowances and benefits are attached hereto as Appendix 3 (amended from time to time)
- You may receive an amount towards annual discretionary bonus based entirely on the management's assessment of your performance, your team's performance and Company's overall performance during the previous calendar year (January to December). This bonus is payable at absolute sole discretion of the management of the Company and will be subject to deduction of tax at source, as applicable. Decision of the management in this regard shall be final and binding upon you, therefore, you cannot claim it as your contractual or legal right. Your entitlement, *if any*, for discretionary bonus shall be subject to *inter alia* –
 - a) all bands in support functions and in Operation Management excluding all employees eligible for Payment for Performance
 - b) your name appearing on the pay-rolls of the Company on the payout date of discretionary bonus;
 - c) you have not given notice of resignation, or are not absenting unauthorizedly, or have not abandoned your job, or no disciplinary proceedings are initiated / contemplated against you, or you have not initiated your resignation discussions with the management, or you are not on approved sabbatical leave, or you have not initiated your sabbatical leave discussions, prior to or on the payout date of discretionary bonus;
 - d) you are not serving, or you are not required to serve, a notice period on the date of payment of said discretionary bonus; and
 - e) you are not otherwise disentitled or ineligible in any manner whatsoever to get the discretionary bonus amount.

If any of the aforesaid conditions are not met then any letter issued to you for payment of discretionary bonus prior to actual payment date shall automatically become null & void without any notice and compensation or damages to you and Company shall not be under any obligation to act on, or honour the, same.

Notes:

- The cost to the Company for the above mentioned benefits will be limited to the amount mentioned hereinabove or as provided in applicable policies or as may be determined by the management in its absolute sole discretion from time to time. If any of the above-mentioned benefits becomes chargeable to tax because of any reason whatsoever, it is hereby clarified that it would be your responsibility to pay the taxes, if any. The Company will, in no case, be responsible to bear any of your tax liability.
- Benefits provided to you under any applicable schemes will be governed by the Company's rules and regulations framed in this regard. It is the absolute discretion of the management to decide whether any such particular benefit will be provided to you or not.

Allowances (as applicable)

You may get paid following allowances as per the following specifications and annualized limits.

***Telephone Allowance**, which includes telephone(s) installed at your residence, up to a maximum limit as applicable per annum. This will be paid on the submission of telephone bills and evidence of your payment of the same.

***Vehicle Running and Maintenance Allowance:** Expenses as provided in applicable policy or as per limits prescribed under the Income Tax Act, 1961 read with Income tax Rules, 1962 as amended up-to-date towards petrol / diesel / CNG and maintenance of vehicle shall be paid up to a maximum limit as applicable per annum. This will be paid on submission of bills.

****Personal Driver Allowance:** Amount up-to-maximum limit as applicable per annum.

*Applicable for Band B and above

**Applicable for Band C and above

CONFIDENTIALITY AND NON COMPETITION AGREEMENT

As a condition of my provision of services to or on behalf of exl Service.com (India) Private Limited.(hereinafter referred to "the Company"), I make the following statements with the understanding and intent that they be relied on by the Company in entering into an agreement and by the Company in extending its offer of employment. I acknowledge and understand that in providing services to and on behalf of the Company, I will have access to Confidential And Proprietary Information (as defined hereunder).

- a. I understand that the term "Confidential and Proprietary Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company.
- b. I agree that during the period in which I provide services to the Company:
I will use my best efforts and exercise the utmost diligence in keeping confidential, all Confidential and Proprietary Information, unless lawfully made available by a client or the Company concerning any client of the Company or by the Company itself which I may learn, acquire or get possession of, during the course of or by virtue of my provision of consulting services to the Company. I will use such materials and information relating to Confidential and Proprietary Information solely for the benefit of the Company and its clients and will not use such information for any other entities or persons. At the conclusion of my relationship with the Company I will return any material relating to Confidential and Proprietary Information and any copies thereof.
- c. I agree not to keep at any time on my person or in my possession, except in the necessary performance of my duties, any material relating to Confidential and Proprietary Information acquired by me, whether produced by me or by employees or agents of the Company or any client. I agree to safeguard all such Confidential and Proprietary Information materials while they are in my possession, and to surrender them and all copies, which have been made of them to the Company upon termination of my relationship with the Company.

- d. I will at all times exercise discretion in discussing with others the affairs of clients, avoiding unnecessary identification of names, places, and other specifics, and I will take reasonable precautions to make sure that such discussions cannot be overheard, and electronic communications cannot be intercepted either by client's employees or outside persons.
- e. I will not make any private use of Confidential and Proprietary Information that may come to my attention because of my employment with the Company, nor will I pass such Confidential and Proprietary Information on to anyone else. I understand the term "use" includes, but is not limited to, anyone's purchase or sale of securities influenced by such Confidential and Proprietary Information, access to which is directly or indirectly due to my relationship with the Company.
- f. I agree to disclose and assign promptly, completely and in writing to the Company any inventions, whether or not patentable, and including but not limited to, any innovations on processes, methodologies, software applications or products which I discover, conceive and/or develop, either individually or jointly with others, during the term of my relationship with the Company ("Inventions"). I understand that all inventions which I do hereby assign are and shall become the exclusive property of the Company, whether or not patent applications are filed thereon, and I agree to treat such inventions as Company proprietary and confidential information and to use such solely for the benefit of the Company. I hereby assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the information, materials, products and deliverables developed during the performance of services to the Company. All work I perform and all information, materials, products and deliverables developed by me in acting as a consultant to the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the information, materials, products or deliverables that I developed during the performance of services as a consultant to the Company. I agree to provide all necessary assistance required to perfect such assignment of rights defined in this provision.
- g. I will not for a period of two year after the termination of this agreement, whether voluntarily or involuntarily (a) directly or indirectly solicit to provide or provide, without the prior written consent of the Company, any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Firm and for whom I provided any service as an employee of the Company during the five years prior to my leaving or (b) directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any Company or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company's relationship with its employees. The non-compete provisions of this paragraph will not apply to a client of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company and which list of clients I have disclosed to the Company prior to my joining.
- h. If I am directed by any governmental agency or judicial forum or asked to testify concerning any matter learned in the course of services provided to or on behalf of the Company, I will immediately notify the Company before making any disclosures.
- i. I further agree that in the event of termination of this agreement, or my employment with the Company, whether of my own volition or otherwise, for a period of two (2) year

thereafter, I shall not directly or indirectly, provide any services to or take up employment with any of the existing customers of the Company.

- j. That in the event I am found to be in breach of this agreement, or my employment agreement with the Company, I shall be liable to pay to the Company a sum equivalent to the remuneration / compensation received by me, from the Company, in the last three months immediately preceding the termination. This will in no way effect the other rights which the Company may have against me, especially the right to obtain injunctive relief against, and damages and indemnification from, me.

Ms. C Roopa

Appendix 1

Name : Ms. C Roopa
 DOJ : February 25, 2021
 Designation: Senior Executive - Operations
 Band : A2

Heads of Compensation :	Annual Compensation
Basic	325000
Basket of Allowances	286000
Provident Fund	39000
Total Fixed Compensation (A)	650000
<i>Cost of Other Benefits Provided by Company (Non - Monetary)</i>	
Transport	30000
Canteen	12600
Accident Insurance and Mediclaim Premium	7200
Other Benefits (B)	49800
<i>Retirals</i>	
Gratuity	15633
Other Retirals Benefits (C)	15633
Total CTC (A+B+C)	715433
You are required to give the BOA options in the Prescribed format	
*In case the Basic + DA is more than Rs. 15000, PF is optional and you have to give your option for the same. Coverage is mandatory for those who are already covered under PF Scheme.	
Performance bonus will be as per the EXL bonus policy, and would be paid based on company's / individual's performance	

1. Group Medical insurance coverage for self and dependents (Spouse and 2 children) and Group Personal Accidental coverage for self.
2. You shall be provided with benefits of Gratuity in accordance with applicable provisions of the Payment of Gratuity Act, 1972 as amended up-to-date

Appendix - 2

The below rate of subsistence allowance is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply.

Rate of subsistence allowance: Reference para 7 of the employment agreement –

If you are suspended, and enquiry is initiated, in

A. Noida [Gautam Budh Nagar] (State of Uttar Pradesh) or Gurugram [Formerly: Gurgaon] (State of Haryana) locations:

Subsistence allowance shall be at the rate of 50% (fifty per cent) of your average monthly salary over a period of three months immediately preceding your suspension.

Provided that, you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

A. Pune or Mumbai (State of Maharashtra) location:

- I. For the first ninety days of the suspension period, subsistence allowance to be paid per month shall be equal to one half of basic salary and other compensatory allowances to which you would have been entitled if you were on leave with wages.
- II. If the enquiry gets prolonged and you continue to be under suspension for a period exceeding ninety days, the subsistence allowance to be paid per month for a further period of ninety days shall be equal to three-fourths of basic salary and other compensatory allowances.

iii. If the enquiry is not completed within a period of one hundred and eighty days, you shall be paid basic salary and other compensatory allowances in full as subsistence allowance to be paid per month until such time as the enquiry is finally concluded:

Provided that, where the findings of the enquiry officer show that such enquiry is prolonged beyond a period of ninety days, or as the case may be, beyond one hundred and eighty days, for reasons directly attributable to you, the subsistence allowance to be paid per month shall for the period exceeding ninety days or, as the case may be, for one hundred and eighty days, be reduced to one-half of basic salary and other compensatory allowances:

Provided further that, you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

C. Bengaluru (State of Karnataka) location:

- i. Subsistence allowance shall be an amount equal to fifty per cent of the salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension
- ii. If the period of suspension exceeds ninety days, but does not exceed one hundred and eighty days, you shall be entitled to receive, after the said period of ninety days, a subsistence allowance equal to seventy five per cent of your salary which you were drawing immediately before your suspension.
- iii. If the period of suspension exceeds one hundred and eighty days, you shall be entitled to receive, after the said period of one hundred and eighty days, a subsistence allowance equal to ninety per cent of your salary which you were drawing immediately before your suspension.

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, shall, for the period exceeding ninety days shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

C. Kochi (State of Kerala) location:

- i. Subsistence allowance shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension
- i. If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

D. Jaipur (State of Rajasthan) location:

- I. Subsistence allowance, for the first ninety days of suspension, shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension;
- II. If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

E. Hyderabad (State of Telangana) location:

- i. Subsistence allowance, for the first six months of suspension, shall be an amount equal to fifty per cent of your wages/salary which you were drawing immediately before such suspension;
- ii. If the period of suspension exceeds six months but not one year, the amount of subsistence allowance shall be increased after the expiry of six months to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:
- iii. If the period of suspension exceeds one year, the amount of subsistence allowance shall be increased after the expiry of one year to one hundred percent of your wages/salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of six months for reasons directly attributable to you, the subsistence allowance, for the period exceeding six months, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence

Allowance if you accept any other employment, during the period of your suspension.

F. **Chennai (State of Tamil Nadu) location:**

Subsistence allowance shall be an amount equal to fifty per cent of the wages/salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension;

If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension.

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

Ms. C Roopa