



3 April 2019

APPOINTMENT LETTER

Name of the Employee: Ms. C Roopa
Employee No: 1082133
Present Address: Sri Lakshmi Ganapati PG, #24, Chinnappa Reddy
Layout, Doddeneundi, Marathahalli, Bangalore - 560037
Permanent Address: Same As Above
Father's Name: Sreenivasulu
Emp. Date of Birth: 1-Dec-94

Dear Roopa,

We are pleased to employ you as **Analyst** (Grade **G**) in our company, Firstsource Solutions Limited (**Company**), located at Bangalore or in such other capacity as the Company shall from time to time determine. This letter sets out the terms of your employment and, along with the Company's Policies and procedures, as amended from time to time (**Company Policies**), constitutes your employment agreement with the Company (**Employment Agreement**). In the event of a conflict between any of the terms or conditions contained in this Employment Agreement and those in the Company Policies, the terms of this Employment Agreement shall prevail.

1. **APPOINTMENT**

- a. Your employment by the Company is effective from the date of this Employment Agreement **3 April 2019**.
- b. You will be on probation for a period of six months from the Date of Joining (**Probation Period**). Subject to Company Policies, after completion of the Probation Period, your performance will be evaluated, and if found satisfactory, you may be confirmed in the services of the Company. However, during the Probation Period, if your performance is unsatisfactory, (i) the Probation Period may be extended for a further period as may be decided by the Company; or (ii) the Company may terminate your services.
- c. You shall retire from the services of the Company on completing 60 years of age.
- d. Your employment in Company will be subject to you being and remaining physically and mentally fit and alert to perform your duties. Your services will be liable to be terminated on being found physically and mentally unfit by the Company at any time.

FIRSTSOURCE SOLUTIONS LTD.,

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2. TERMS OF APPOINTMENT AND RESPONSIBILITIES

- a. You will perform such duties as are in the opinion of the Company appropriate to your position and such other duties and exercise such powers in the Company or any subsidiary or associated company as may from time to time be delegated to you by the Company at its discretion.
- b. The Company may, at its discretion, change your level, reporting arrangements, duties and location as may be required by business exigencies.
- c. You may be transferred, seconded or deputed in such capacity, as the Company may from time to time determine, to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company. In such case, you will be governed by the terms and conditions of service applicable to such transferred assignment including compensation, working hours, holidays, leave, people policies etc. Relocation shall be as per Company Policies.
- d. You may be required to undertake travel on Company work for which you will be reimbursed for travel expenses as *per* Company Policies.
- e. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company and its affiliates, whether directly or indirectly.
- f. You will be bound by the standing orders, rules or regulations of the Company as in force from time to time and to the extent applicable.

3. COVENANTS

- a. You will not make any statement or give interviews to media, newspapers, magazines, news channels or local channels in relation to the Company unless you are authorised to represent and make a statement on behalf of the Company.
- b. You will not accept gifts, presents, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealing with the Company and if you are offered any, you should immediately write to antibribery@firstsource.com.
- c. You will comply with and report any non-compliance or violation of the Company's Global Ethics Policy, Anti-Bribery Policy, Gifts and Entertainment Policy, and Anti-Fraud Policy in accordance with the Company's Whistle-blower Policy. Report any violation to whistleblowing@firstsource.com
- d. In the performance of your obligations, you will not utilise or provide the Company with any confidential or proprietary information of any third party or violate any obligation with respect to such information.
- e. In the event you need to hold office with any political party or any governmental or non-governmental organisation whether for any political or charitable reasons or otherwise during your employment with the Company, you will give prior intimation to the Company and seek express consent to this effect.
- f. You will (i) not give your passwords (voice mail, network, internet or other) to any other employee or any third party; (ii) not leave workstations logged on to the network unattended; and (iii) install power-on passwords for laptops and screen saver passwords for workstations.

4. COMPENSATION

- a. During the course of your employment with the Company, you will be eligible to receive the following (as detailed in the **Annexure**):
- i. Basic salary of **Rs.6700** per month;
 - ii. House Rent Allowance of **Rs.2680** per month;
 - iii. Special Allowance of **Rs.8975** per month;
 - iv. Statutory Bonus of **Rs.2686** per month; and
 - v. You will be entitled to other compensation and benefits in accordance with Company Policies as intimated to you from time to time
- b. Your salary will be reviewed periodically in accordance with Company Policies. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria.
- c. Any tax liability that arises from the compensation, allowances, and benefits will be debited. All payments made to you with respect to the compensation will be subject to withholding tax and other applicable payroll deductions as required under applicable law.
- d. The Company may also deduct any debt owed by you to the Company and any deduction from remuneration to which you have previously signified or provided your consent in writing.
- e. Further, the Company reserves the right to debit your salary account for any erroneous transaction which may occur and, or, for any monies due to the Company from you.

5. OTHER BENEFITS

- a. You will be entitled to leaves, holidays and working hours as applicable to you based on your grade, role and location of posting.
- b. You will be eligible for perquisites, if any, as applicable to you based on function requirements as determined by the Company.
- c. You will be eligible to participate in the Company's Provident Fund Scheme as per the rules and policies applicable to you.
- d. You will be eligible for gratuity in accordance with the Payment of Gratuity Act, 1972.
- e. You will be eligible to participate in the medical programme as applicable to you.

6. REPRESENTATIONS AND WARRANTIES

- a. You represent and warrant to the Company that:
- i. You have read and fully understand all the provisions of this Agreement and the Company Policies;
 - ii. You are free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any agreement or restrictive condition that you may have with any third party including any former employers. This Agreement constitutes a valid and binding obligation on you;

- ~~iii. You are not a party to any arrangement or agreement which will compromise your ability to carry out the duties for the Company;~~
 - iv. You have not provided the Company with any false declaration or wilfully suppressed any material information. All information provided by you, including the relieving letter from any former employer, and information set forth in the resume is truthful and accurate
 - v. You have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or have any criminal record, even if you are subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, registered against you;
 - vi. You have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security;
 - vii. You have all the necessary licences, permissions, consents, approvals, qualifications and memberships required of you to perform the duties under this Agreement;
 - viii. You have never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation;
 - ix. You are not in any position or circumstance which may constitute or be deemed to constitute a conflict of interest with respect to the Company; and
 - x. You do not hold office with any political party or any governmental or non-governmental organisation whether for any political or charitable reasons or otherwise.
 - xi. You shall not engage or participate in any money-making scheme or proposal offered by any other employee / person within the Company. In the event you engage in such activities, the Company may take disciplinary action against you, which may include termination of employment.
- b. You understand that your employment is on the basis that the information submitted by you and the representation and warranties set out in Clause 6 (a) are true, complete and accurate. You agree and acknowledge that if it is found that the information submitted is false or incomplete or that you have concealed certain material information which detrimentally impacts the Company, the Company may terminate employment without providing any notice or pay in lieu thereof.

7. DATA PROTECTION COMPLIANCE

- a. The Company holds sensitive personal data for the purposes of improving Human Resources practices and for the provision and administration of benefits. The Company, or any other third party involved as a result of the Company sub-contracting one or more of its services including *inter alia* the payment of salaries to its employees, may process your personal data for, *inter alia*, the following purposes:
- i. Administering and maintaining Human Resources records;
 - ii. Paying and reviewing salary and other remuneration benefits;

- iii. Providing and administering benefits (including medical insurance and personal accident cover);
- iv. Undertaking performance appraisals and reviews;
- v. Maintaining sickness and other absence records;
- vi. Taking decisions as to your fitness to work;
- vii. Providing references and information to future employers;
- viii. Providing information to future purchasers of the Company or any subsidiary of the Company; and
- ix. For any other reason the Company deems necessary.

provided that the Company will not sell, turn to account or otherwise monetise such data without your prior written consent.

- b. By signing this Employment Agreement you fully and absolutely accept and consent to the use of your data in the manner and for the purposes described in this Clause 7.

8. COMPANY POLICIES

- a. You will at all times be guided by and shall strictly adhere to all Company Policies as amended from time to time during the course of your employment with the Company. The Company Policies form an integral part of this Employment Agreement and you agree that should you violate the terms and conditions of any Company Policy, you will be liable to disciplinary action by the Company, which may extend to termination of your employment.
- b. You are expected to use good judgment when using social media and to ensure your activities do not harm the goodwill and reputation of the Company and are consistent with the Company's Policies, including its Social Media Policy (as amended from time to time). Your social media content must reflect that it is your opinion or content and must not imply any connection to or origination from the Company. You shall refrain from referring to or using any confidential information belonging to the Company in any manner whatsoever, on social media, including but not limited to the Company's clients' names. In the event you disclose such confidential information on social media, the Company may take disciplinary action against you, which may include termination of employment. Any questions concerning the use of social media should be directed to a member of the HR team.

9. EMPLOYEE SURVEILLANCE

- a. You acknowledge that you do not have any expectation of privacy when using the Company's resources. You agree and understand that the Company may use various modes to ensure that the internet, email facilities and other communication systems provided by the Company are used in an appropriate manner including the scanning, reading, inspection, scrutiny of emails sent and received and web sites visited or created by you.
- b. The Company also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These may be installed on the Company's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be detrimental to the Company's business interests, violate Company Policies or which could bring it disrepute.

10. **INTELLECTUAL PROPERTY**

- a. You acknowledge that any and all intellectual property rights, including, but not limited to, patent rights, design rights, copyrights, database rights, trademark rights, chip rights, trade name rights and know-how, ensuing in any territory or jurisdiction, from or in connection with the work performed by you under this Agreement or otherwise during your employment with the Company (**IP Rights**) and any discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression, software (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), trademarks, service marks and trade names (**Innovations**), ensuing in any territory or jurisdiction, created in any way pursuant to the activities performed by you for the Company and, or, any of its affiliates and, or, any of the Company's predecessors in title are exclusively vested in and owned by the Company or will be vested in and owned by the Company.
- b. You hereby irrevocably, perpetually and on a worldwide basis assign to the Company any and all rights in entirety related to the IP Rights and, or, Innovations of which the Company is not already the owner, including the use and application thereof. You agree that where this assignment (or part thereof) should at any time prove to be legally invalid, you shall at such time assign such rights in totality, without imposing any condition thereon, to the Company by a separate legal instrument.
- c. Should the Company consider such necessary, you shall sign an instrument and, or, any other document at the Company's first request, on the basis of which the rights referred to herein will be transferred irrevocably and unconditionally. Should a further instrument be required for the transfer of these rights, or the signature of any document, you hereby grant the Company irrevocable and unconditional power or attorney to draw up and sign the said instrument and, or, other document on your behalf.
- d. Furthermore, you agree to perform all acts that the Company deems necessary or desirable to permit and assist the Company, at its first request and at its expense, in obtaining and enforcing the full benefits, enjoyment of rights and title throughout the world in the IP Rights and Innovations.

11. **INDEMNITY**

- a. You hereby agree to indemnify and hold the Company, its officers, directors, agents, and other related parties harmless and indemnified from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments including reasonable attorneys' fees, costs and expenses, incidental thereto, which the Company may suffer as a result of or arising out of (i) your misrepresentation or breach of any representation or warranty contained in this Agreement; (ii) your breach of any covenant or obligation under this Agreement; and (iii) inaccuracy of any information provided by you to the Company.

12. **EXCLUSIVITY**

- a. You are required to engage yourself exclusively in the work assigned by the Company 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.
- b. During your employment, you will not directly or indirectly engage in any activity or investment or have any interest in, or perform any services for any person who is involved in activities which (i) conflicts with the Company's interests; (ii) occupies your attention so as to interfere with the proper and efficient performance of your duties at the Company; (iii) interferes with

the independent exercise of your judgment in the Company's best interests; (iv) will require the unauthorised use of the Company's material, documents, data, or (v) will require the unauthorised use of Company premises for any activity which is unrelated to your employment with the Company.

13. **NON-COMPETE AND NON-SOLICIT OBLIGATIONS**

- a. In consideration for the remuneration paid by the Company, you will not, as an individual, employee, consultant, independent contractor, partner, shareholder, unit holder, member or in association with any other person, except for and on behalf of the Company, directly or indirectly, during your employment and thereafter for a period of 1 year from the date you cease to be in the employment of the Company (irrespective of the circumstances of, or the reasons for, the cessation):
- a. be directly or indirectly engaged, involved or employed by any business which is similar to the Company's business;
 - b. solicit, induce or encourage any employee of the Company or its subsidiaries to terminate his or her employment with the Company or to accept employment with any third party;
 - c. solicit, anyone who is a client, vendor or customer of the Company or persuade or attempt in any manner to persuade any client, vendor or customer of the Company to cease to do business or to reduce the amount of business which any such client, vendor or customer has customarily done or is reasonably expected to do with the Company, whether or not the relationship between the Company and such client, vendor or customer, as the case may be, was originally established, in whole or in part, through any of your efforts
- b. If any of the restraints contained in Clause 13 or any part thereof, is held to be unenforceable by reason of it extending for too great a period of time, or by reason of it being too extensive in any other respect, the parties agree that (i) such restraint shall be interpreted to extend only over the maximum period of time for which it may be enforceable and, or, over the maximum geographic areas as to which it may be enforceable and, or, over the maximum extent in all other respects as to which it may be enforceable, all as determined by the court or arbitration panel making such determination and (ii) in its reduced form, such restraint shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such restraint in the particular jurisdiction in or for which such adjudication is made. Each of the covenants contained in Clause 13 is separate, distinct, and severable.

14. **CONFIDENTIALITY**

- a. During the course of your employment, you will have access to (i) confidential or proprietary technical, financial, marketing, manufacturing, distribution, personal, sensitive or other technical or business information or trade secrets of the Company including but not limited to concepts, techniques, processes, methods, systems, designs, clients, circuits, cost data, computer programmes, formulae, development or experimental work, work in progress, customers and suppliers as well as software for client relationship management whether in the form of reports, drawings, blueprints, data, notes and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any type of media; and (ii) third party confidential information which the Company is obligated to treat as confidential (collectively, **Confidential Information**).

- b. ~~You agree and undertake that not to, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise reveal (or disclose in any manner), any Confidential Information to any third party other than for the purposes set out at Clause 14 of this Agreement. You will also not disclose any Confidential Information to anyone within the Company except on a 'need to know' basis.~~
- c. You undertake that you will, at all times, act in the best interests of the Company and shall not wilfully do anything which will or is likely to jeopardise the Company's interest, goodwill and reputation.
- d. You will not use any of the Company's or its clients' information assets (including but not limited to desktop and laptop computers, thin clients, storage devices, network connections to the LAN, internet or to client systems, networks or client applications) for committing acts that have the potential to directly or indirectly cause damage, loss of money, or damage to corporate image, reputation or availability of any Company or client information or supporting assets.
- e. You shall not duplicate, reverse engineer, modify, or otherwise reproduce any Confidential Information. You shall also not corrupt or destroy any Confidential Information unless expressly authorised by the Company.
- f. You shall not, and shall not permit any other person to, remove any proprietary or other legends or restrictive notice contained in or included in any Confidential Information.
- g. You shall make no use whatsoever, directly or indirectly, of any Confidential Information at any time, except as required in connection with the performance of your duties for the Company.
- h. You shall abide by all applicable Information Security Policies of the Company, namely, Acceptable Use Policy, Information Classification Policy, Security Do's and Don'ts, Security Policy Statement, Security Responsibilities, Security Briefings and any other policy or guideline or regulation relating to Information Security.
- i. Nothing contained in this Agreement shall be deemed to give you any proprietary right whatsoever in the Confidential Information.
- j. You undertake not to publish any notice, advertisement, press release or other communication, related in any manner with the subject matter of this Agreement or its existence or otherwise to your employment with the Company or your role therein without obtaining the prior written consent of the Company.
- k. In the event of possession, access and, or, use of any Confidential Information by any third party with whom you have a nexus, it will be presumed, unless you can prove to the contrary, that you have breached your confidentiality obligations under this Agreement.
- l. No Confidential Information shall be disclosed by you except when such disclosure is mandatorily required pursuant to requirements under applicable law.

15. **TERMINATION**

- a. This Agreement is terminable by either party (i) prior to completion of continuous employment of 6 months, with **30 Days** notice; or (ii) after completion of continuous employment of 6 months, by written notice of **30 Days** or by the Company paying or you forfeiting (as the case may be) 1 month's salary in lieu of notice, or a combination of notice and forfeiture or payment (as the case may be). Provided that where applicable law prescribes a more favourable notice period and related provisions for employees, this clause shall be deemed to have been amended to incorporate the same.
- b. Notwithstanding the aforesaid, the Company may terminate your employment forthwith without any notice, if you:
- a. Are guilty of fraud or misconduct; or
- b. On any other grounds on which the Company would be entitled to terminate your employment forthwith under applicable law.

16. **GOVERNING LAW**

- a. Subject to Clause 17 below, this Agreement shall be governed and interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction in all matters arising out of this Agreement.

17. **DISPUTE RESOLUTION**

- a. Any matter or dispute arising in respect of your employment or under this Agreement will first be attempted to be settled amicably between us. In the event we fail to resolve the dispute amicably, then the same shall be referred to arbitration and such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Mumbai and proceedings shall be conducted in the English language.

Yours sincerely,

For Firstsource Solutions Limited



Devaraju R
Manager – Human Resources

Name of Employee:

Signature:

Date:

ANNEXURE

| | |
|----------------------------|--------------------------|
| NAME: C Roopa | POSITION: Analyst |
| LOCATION: Bangalore | GRADE: G |

| ELEMENT | AMOUNT |
|--|-----------------|
| Basic | 6700/- |
| House Rent Allowance | 2680/- |
| Special Allowance | 8975/- |
| Statutory Bonus | 2686/- |
| GROSS TOTAL | 21041/- |
| PF(12% of basic) –Company contribution | 804/- |
| Gratuity* | 322/- |
| RETIRALS TOTAL | 1126/- |
| FIXED SALARY (p.m) | 22167/- |
| FIXED SALARY (p.a) | 266004/- |
| Night Shift Allowance*** | 24000/- |
| TOTAL ANNUAL CTC | 290004/- |

* Payable as per Gratuity Act.

** The Incentive payout is on a monthly basis and is based on individual performance and will be paid as per policy.

*** There is an additional Night Shift Allowance paid depending on your attendance at work, the shift you work for and will be paid as per policy.

**** You will be covered under Group Personal Accident and Life Insurance Policy.

*****Taxes as per Income Tax rules will be deducted in each month's salary. Please provide proof of income earned and tax computation sheet of your previous employment so that the same can be considered and appropriate adjustments made.

