

discretion extend the term of employment beyond the age of retirement on such terms specifically decided and agreed.

- 11.4.** You will not take any direct/ indirect business or work, honorary or remuneratory except with the prior written permission of the management in each case.
- 11.5.** You will keep us informed of any change in your residential address, civil or marital status and other such matters.
- 11.6.** Taxes and Deductions such as Income Tax, Professional Tax, and or any other statutory payments would be to your account.
- 11.7.** You will not seek membership of any local/ public body without obtaining prior permission of the Management in each case.
- 11.8.** You are required to strictly adhere to the policies of the Company governing the use of the computing and telecommunication facilities which prohibits, among other things, the usage, download, storage and distribution of pornographic material, job sites, and viruses or any other material, from the internet or any other source, that may be potentially harmful to the business of the Company.
- 11.9.** You will be responsible for safe keeping and return in good condition/order, whenever demanded by the Company all Company owned/leased/hired property, which is/will be in your use, custody or charge for the business purpose of the Company during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from the employee by the Company. You will always abide by the instructions given to you for their handling, legal, commercial and insurance related matters pertaining to the said property.

- 11.10.** You will observe general decorum and discipline and will be governed by policies and procedures and its guidelines as in force from time to time. The Company shall have the right to vary or modify any of the terms and conditions of service at any time, which shall be binding on you and shall override this letter to that extent.
- 11.11.** You agree that you will not at any time after the termination of your employment, either personally or by your agent directly or indirectly represent yourself as being in anyway connected with or interested in the business of the Company.
- 11.12.** Waiver: The failure of the Company at any time to demand strict performance by the employee of any of the provisions of this letter shall not be construed as a continuing waiver or relinquishment and the Company may, at any time demand strict and complete performance by the employee of the said provisions.
- 11.13.** Entire agreement: This letter sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between them relating thereto.
- 11.14.** Further Acts and assurances: Each of the Parties agree to execute and deliver all such further instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this letter.

- 12. Loss of Lien:** In case of your overstaying sanctioned leave, or any absence without permission of more than 5 (five) consecutive working days, you shall lose lien of your services and the Company will be entitled to strike off your name from its rolls, without any reference to you.
- 13. Indemnity:** You expressly agree to defend, indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts of omissions or negligence.

- 14. Jurisdiction:** Any dispute arising out of the employment or terms of service shall be subject to the jurisdiction of competent court in Mumbai.

Ugam Solutions SEZ Pvt. Ltd.

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