



UK | USA | CANADA | INDIA |

APPOINTMENT LETTER

Date	10/01/2022
Reference Code	IR/BLR/Q/D/2537
Employee ID	2864
Name	Ankita Dhawan
Daughter/ Son of	Rohit Dhawan
Date of Birth	23/01/1992
Personal Email id	ankita.dhawan05@gmail.com
Address	H12, Uppals Marble Arch, Near Fire Station Manimajra, Mani Majra, Chandigarh Chandigarh 160101

Dear Ankita Dhawan,

Congratulations and Welcome to Infiniti Research Marketing Solutions India Private Limited!

We take pleasure in appointing you in our Company as Associate Analytics Consultant effective 10/01/2022 . You have represented to the Company that you possess the necessary skills and qualifications necessary for your employment with the Company, and have made a very positive impression on our organization and we are enthusiastic about you joining the Company. The following terms and conditions will govern your employment with us:

PLACE OF WORK

You will be required to work out of our office in Bangalore, located at 1st Floor – Left Wing, Embassy Signet, Cessna Business Park, Kadubeesanahalli, Outer Ring Road, Bangalore – 560 103.

- The Company reserves its rights to transfer you to any of the Company's/ Company's affiliates or associated companies' establishment/ branch/ department anywhere in India or outside India now existing or that may be established in future. Any refusal on your part of a reasonable request from the Company to relocate (temporarily or permanently) or travel in order to meet the Company's business needs will be treated as an act of misconduct under the policies of the Company. Please note that during the period of travel/ transfer/ secondment, you may be subject to other laws, rules and policies.
- You shall devote yourself to the management and operations of the Company during the term of your employment and shall not engage directly or indirectly in any trade or business or profession outside the Company, or undertake any other employment, with or without any commercial gain. Breach of this condition shall be treated as an act of misconduct under the policies of the Company and could lead to immediate termination of your services by the Company without any notice or compensation in lieu thereof. You shall devote your whole time, attention and ability to the interest of the Company. You will be expected to discharge your duties diligently and honestly.

COMPENSATION

- Your total compensation on a cost to company (CTC) basis will be INR 825,385 per annum, and shall be payable subsequent to the deduction of all statutory/applicable amounts and taxes, as applicable from time to time. Subject to your performance assessment you are eligible for an annual compensation review. Component-wise details of your fixed component are provided in Annexure 1.
- You will be responsible for payment of all applicable taxes on your remuneration, allowance and benefits, where applicable and are responsible for ensuring adherence to law, including tax laws, on all matters.

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103. India, CIN: U64202KA2003PTC03298

- The Company will, subject to applicable laws, be entitled, at any time during your employment, or in any event on cessation of your employment, however arising to deduct from your remuneration, any monies due from you to the Company, including but not limited to salary, advances and any excess holiday pay.
- You are expected to maintain strict confidentiality of your remuneration details both while you are in service and even after you have left the Company's services and in the event of a breach thereof, the Company would be entitled to treat this as a misconduct under the Company policies, and act accordingly including while you are not in employment with the organization.

VARIABLE COMPENSATION PAY (If applicable)

- Your eligibility to receive any discretionary variable compensation would be subject to several conditions like cash flows, profitability etc. of the Company. Moreover, to be entitled to receive the discretionary variable compensation,, you should be in continuous employment with the Company till the date of the actual payment of the discretionary variable compensation and further that, you should not have given or received notice to terminate your employment and further that, you are not under suspension for any disciplinary matter which may result in your dismissal for gross misconduct.
- The Company has complete discretion on the date of payment of the variable compensation pay and reserves the right to defer the payment as per the business exigencies.
- If you have given or received notice to terminate your employment or are under suspension for any disciplinary matter which may result in your dismissal for gross misconduct, you will not be entitled to receive any Variable compensation pay for current or any other previous pending periods.
- The Company reserves the right to discontinue the Variable compensation pay at any given point of time, without assigning any reasons whatsoever.

PROBATION

- If you are on probation on 1 February 2021, you will be on probation for 6 months from the date of joining the Company. During this period, the Company will monitor your performance and conduct and you may, upon successful completion of your probation, to the satisfaction of the Company, be confirmed as a permanent employee.
- The Company reserves the right to extend the probation period for a further term/terms, at the sole discretion of the Company, to enable it to better assess your performance and conduct.
- Please note that, as per Company policy, you would be confirmed on the 1st day of the month succeeding the month of completion of probation.
- During your probation, the Company may, subject to applicable laws, terminate your employment at any time without prior notice or payment in lieu of notice.

WORK TIMINGS

- Your working hours will be Monday to Friday, 09:00 am to 06:00 pm. The working hours are subject to alteration depending upon business needs. You are expected to work the hours necessary to fulfill the duties and responsibilities of your role. A minimum of 9 hours of login is mandatory on a daily basis
- You may also be required to attend duties on holidays / weekly offs as per the exigencies of the work.
- In case, you are working in a remote set up/work from home the below guidelines are to be adhered to:

- Attendance to be marked on the Attendance portal on a daily basis

- Stay online/available on Microsoft Teams (official messenger) during the entire working hours. While away on a break/personal exigency away status with a return time must be clearly indicated in the status message.

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103, India, CIN: U64202KA2003PTC03298

- Daily updates of tasks completion and assigned to be reported to respective line managers

- The Company reserves its rights to call you to work out of the physical office premises for any number of days even if the remote working has been approved

- For some reason if you are unable to complete the said number of hours please keep the HR posted & you may have to apply for ½ day PL. In case of any infrastructural issues faced by you during the remote working set up, you are obligated to report such issues to the line manager and the HR. If the issue persists then report back to the physical office premises immediately.
- Uninformed/unauthorized absence, non-adherence to any of the above conditions will call for a disciplinary action as the Company may deem fit including but not limited to initiation of PIP/CAP

LEAVE

- All employees are entitled to 24 days of Paid Leave which covers Sick, Casual and Privilege leave for each Calendar Year (January to December). For the first year of employment, your entitlement will be pro-rated based on the date of commencement of your services.
- You are expected to seek prior approval before going on leave. Except in cases of extreme emergency, where advance notice is not possible a minimum of 24 hours' notice is to be provided.
- You shall not at any time or times absent yourself from your work without the consent of the Company.
- If you are absent from work without prior permission (or) you overstay your leave, for 10 or more days, the Company shall have the liberty to treat you as voluntarily having abandoned your services and proceed with termination and you will not be entitled to any full and final settlement.

CONFLICTS OF INTEREST

- 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 without the express written consent of your concerned department.
- You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person or entity with any individual or entity who is involved in activities, which are or shall be in conflict with the interests of Infiniti Research Marketing Solutions India Private Limited. You shall follow all policies of the Company in this regard. If you are witness to any conflict-of-interest situation, you are required to report the same to the Company, and are urged to also encourage other employees, including employees of any third parties engaged by the Company, to report any such instances that they may witness.
- In case of any conflict or doubt, you are expected to discuss the matter with your concerned department head (or) the HR Department to understand the position of the Company and resolve the conflict.
- The Company prides itself as a company with the highest level of ethical conduct in dealing with customers, clients, dealers, vendors, suppliers, subcontractors, staff or the like by whatever name called. As part of your association with the Company, it is important that you fully understand this philosophy and are hereby bound by the policies framed by the Company in relation to ethical conduct and anti-bribery provisions, not just in relation to dealing with government officials and private bodies. You shall maintain the utmost discipline and good conduct in your dealing with your colleagues, customers and other persons in your capacity as an employee of the Company. The Company values every employee as an individual and an asset of the Company and will not tolerate any objectionable behavior including but not limited to, verbal abuse, sexual harassment, gender discrimination, misuse of Company property, theft, cheating or any such act of any individual or body of individuals.
- You shall not, during the term of the employment, become a member of a political party, or run for any political office.

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103, India, CIN: U64202KA2003PTC03298

- You shall not be involved, and you confirm that you are not currently involved, in any lawsuits, proceedings, enforcement actions or government investigations related to bribery, corruption, or violations of laws prohibiting bribery, and if you do get involved in any such matter, you shall immediately inform the Company of the same. Further, you shall not make, and confirm that you have not made, any payment in violation of the applicable Indian laws on corruption, or laws on corruption of any other jurisdiction that you may be required to comply with pursuant to the role that you perform for the Company.
- You shall not accept any gifts that might influence, or be perceived to influence, your business decisions. Accepting gifts, entertainment, hospitality, gratuities or other favors from entities with which employer or its clients does business is generally not acceptable because it may pose a conflict of interest by implying an obligation on behalf of the employer. Employee is bound by such policies as may be put in place by the Company in relation to such matters.
- You, in your capacity as an employee of the Company, shall not, in your dealings with employer's clients, customers, vendors etc., represent or bind them in any manner.

CONFIDENTIALITY AND NON-DISCLOSURE

- **“Confidential Information”** means information relating to the business, products, affairs, customers, clients, sales, techniques, strategies, finances and research results, technical and non-technical data or information, formulae, ideas, know-how, materials, methods, operational information, patent applications, plans, procedures and results, processes, product information, projections, specifications, standards, tools, or other technical or business information, samples or specimens of the Company which is for the time being confidential to the Company or any of its clients, customers, suppliers, vendors or any group or affiliate companies of the Company or is treated as confidential by it or any of them, or information which amounts to a trade secret (including but not limited to processes, policies, methods, technical data and know-how), Intellectual Property (as defined below) etc. relating to the business of the Company or any of its clients, customers, suppliers, vendors or any group or affiliate companies of the Company, whether written, graphic, oral, visual, tangible or intangible, in any form or format (including machine or computer readable code).
- You acknowledge that, in your capacity as Associate Analytics Consultant and an employee of the Company, you will have access to Confidential Information. You undertake to hold such Confidential Information in a fiduciary capacity for the benefit of the Company. Further, you undertake to observe the strictest secrecy in all matters pertaining to the Company, its clients, customers, suppliers, vendors, associated companies, and not to divulge or disclose at any time Confidential Information received as an employee of the Company to any unauthorized person during or after your employment. The Company prohibits the use of Confidential Information for your own benefit or for the benefit of any other person, firm or entity. This includes not divulging Confidential Information unless you are sure of their right to receive it. To clarify, you shall not disclose it to, or permit its use by, any other party including any other 3rd party (which includes their employees, officers, directors and shareholders) unless so directed by the Company in writing.
- **Return of Confidential Information:** When so requested by the Company and in any case upon the termination of your employment, you will immediately return to the Company or at the Company's request, destroy all Confidential Information in your possession or control, together with all copies, summaries and analyses, regardless of the format in which the information exists or is stored. In case of destruction, you will immediately send a written certification to the Company confirming that destruction has been accomplished to the Disclosing Party.
- The terms of this clause shall continue to operate and apply after the termination of your employment without limit in time, but do not apply to information that is or comes into the public domain other than through your unauthorised disclosure.
- Any breach of the obligation as set out in this clause may, in particular, lead to the immediate termination of your employment, without notice or payment in lieu thereof.
- You may disclose Confidential Information if required by law, however, even in such case, the Company should be given reasonable notice prior to such disclosure so that the Company has the opportunity to limit the disclosure of Confidential Information to the extent permissible under law. It is reiterated that if you receive a any validly issued administrative or judicial process, order or government process demanding Confidential Information (**“Order”**), you will:

- (a) immediately inform the party or entity issuing such Order of the existence of the confidentiality provisions;
 - (b) unless prohibited by law, immediately notify the Company of the disclosure requirement (which will include a copy of any applicable Order or documentation), such that Company has the opportunity to limited the disclosure to the extent permissible under law;
 - (c) unless prohibited by law, afford the Company a reasonable opportunity to oppose, limit or secure confidential treatment for the required disclosure; and
 - (d) not oppose any effort by the Company to quash any such Order.
- If the Company fails to intervene after being given notice and a reasonable opportunity to do so, or if such motion is denied by a court of competent jurisdiction, you will disclose only that portion of the Confidential Information that you are legally required to disclose. In the event that any Confidential Information is produced in an action or proceeding, it will not lose its confidential status through such production, and you will take all reasonable and necessary steps to protect its confidentiality.
 - Further, in consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the company's Non-Disclosure Policy, and you may also be required to enter into a Non-Disclosure Agreement with the Company.

DATA PROTECTION AND SECURITY

- Your appointment is being made on the basis of the information and details given by you. We generally rely on personal data provided by you. In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our HR Department in writing or via email within seven working days. If, at any time any information or detail given by you is found to be incorrect or inaccurate or false, the Company may terminate your services without any notice, salary in lieu of notice or compensation.
- In accordance with the prevailing data protection laws in force on the date of this appointment letter (or as amended from time to time thereafter), you consent to the Company collecting, holding, recording, processing, using, disclosing, sharing and transferring to third parties and associate companies (whether within India or outside), personal data such as residence address, telephone number, photograph, educational qualification, details of relatives, all employment related and compensation related information, government issued identification and related information ("**Personal Data**") and any sensitive personal data or information i.e., passwords, financial information, sexual orientation, physical / mental health condition, medical records or biometric information ("**SPDI**"), relating to you held either electronically or manually, and/or collected during the course of your employment or at the time of your appointment, for the purpose of the Company's administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations. Further, all Personal Data and SPDI collected/provided by you at the time of your appointment/during the course of your employment with the Company, will be handled in accordance with the Company's internal policy that may be framed from time to time in this regard.
- Further, you agree to intimate the Company of any change in your Personal Data and/or SPDI within 7 (seven) working days to the Company.
- Your signature on and acceptance of this appointment letter constitutes your express consent to the Company for *inter alia* holding, recording, processing, using, disclosing and/or sharing or transferring to affiliates of the Company and/or any third party, whether located in India or in any other country, the Personal Data or SPDI for the purpose of compliance, risk management, operational purposes, administration and management of the business of the Company, in compliance with applicable law. You agree that the Personal Data or SPDI may be shared, without your prior consent, with government agencies mandated under the law to obtain information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences. The Company may also, disclose your Personal Data or SPDI to any third party pursuant to an order under the law in force, for instance, when responding to summons or similar legal process, to protect against fraud and to otherwise co-operate with law enforcement or regulatory authorities.

- You agree that where, during your employment with the Company, you process personal data (whether relating to prospective, current, or future employees of the Company at any time, clients or customers of the Company or any persons), you will comply at all times with your personal obligation and the Company's obligations under relevant legislation.
- You will abide by all security regulations - access to the office, log-in password procedures, data transfer procedures etc., as communicated to you by the Company. Repeated failure to do so will be treated a misconduct under the Company policies.
- You acknowledge there is no expectation of privacy when you are using Company property and your use of such Company property shall be subject to the monitoring norms that the Company may formulate from time to time.
- Any official/work related content should not be shared to your personal email/computer or by any other means including but not limited to taking screen shots/photos of the official data that you are privy to.
- Limited/approved personal content (Example – telephone bills, internet bills etc.) can be shared to the official email id. Data confidentiality breach through any medium can lead to disciplinary action including termination.

COMPANY PROPERTY

- You will always maintain in good condition Company property which may be given to you for official use during the course of your employment and shall return to the Company, immediately when so requested and in any case upon cessation of your employment (for any reason whatsoever), all such Company property, which may be in your possession, custody or control including without limitation, all documents, correspondence, records, notes, reports, equipment, business cards, keys, company vehicle, security and computer passes, credit or charge cards, laptops, mobile telephones, vehicles (including its keys and documentation) and any copies thereof, which belongs to the Company or contains Confidential Information relating to the Company, its employees, staff, representatives, directors and/ or affiliates, failing which, the cost of the same will be recovered from you by the Company, in accordance with applicable law. As an employee of the Company, you understand that it is your responsibility to read and be aware of any special licensing agreement that may pertain to any vendor software package assigned to you for use.
- You understand that special licensing agreement for some software are likely to contain electronic serial numbers and that attempts to copy software so protected may result in its damage or destruction.
- You also recognize that, it is your professional responsibility neither to participate in nor to encourage any violation of copyright provisions of vendor software.
- You also agree that, you shall not gain unauthorized access to the computer system (or) network, cause any damage to the system (or) network and alter (or) delete any information residing in a system (without express approval from the IT Department).

RESTRICTIVE COVENANTS

You acknowledge that you will be exposed to Confidential Information of the Company that will confer upon you a unique competitive advantage, and further acknowledge that your working with or setting up an establishment carrying out similar activities as the Company will inevitably result in the use/disclosure of Confidential Information prejudicial to the interests of the Company.

Therefore, in consideration of the remuneration payable to you as part of your employment with the Company, you consider the following obligations to be reasonable and accordingly, you will not, during the term of your employment with the Company and for a period of twelve months following the date of cessation of your employment with the Company, howsoever arising, do or permit the doing of any of the following activities, without prior written consent of the Company:

- Carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103. India, CIN: U64202KA2003PTC03298

business entity which directly or indirectly is engaged in the business of the Company or competes with the Company, other than through the Company;

- Join, have an interest in, control or otherwise engage or participate or be employed in a business connected with an individual or body corporate that is or has been a client of the Company at any time during the period of your employment with Company and with whom you have worked;
- Be involved or become involved or engage in any other activities that may conflict with your obligations to the Company.
- On your own account or as an agent of any person canvass or solicit for any business competing with the Company
- Solicit the business of, or endeavor to solicit the business of, any client in competition with the business or services offered by the Company.
- Solicit, entice away, or endeavor to entice away or assist any third party to solicit, entice away or endeavor to entice away any employee of the Company or any of its clients.
- Hire any person who was employed or engaged by the Company at the time you were employed with the Company.

You are not authorized to enter into any contract or similar commitment or sign any document in the name of or on behalf of the Company unless expressly authorized to do so by a Director of the company.

BACKGROUND INVESTIGATION AND MEDICAL TESTS

Your employment is subject to satisfactory background checks (including reference checks)

- In addition to your performance during the probationary period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the Company which will constitute the required documents:
 - Class 10 (or equivalent) Marks Sheet(s)
 - Class 12 (or equivalent) Marks Sheet(s)
 - Graduation Marks Sheet(s)
 - Final Graduation Degree Certificate
 - Post-Graduation Marks Sheet(s) (if applicable)
 - Diploma Certificate (if applicable)
 - Aadhar Card
 - Relieving letter / experience letter (in case you are already employed) from previous employers (as applicable)
 - PAN Card (“Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to the Company is mandatory”).
- The company or its approved agent shall conduct background check anytime during your full-time employment with the company. The verification check includes but not limited to education, previous employer(s), criminal record; and your employment with us shall be conditioned based on satisfactory results.
- The company reserves its right to terminate the employment in the event of the background verification outcome conducted on the employee, is found unsatisfactory.

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
 India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
 Kadubeesanahalli, Bangalore 560 103, India, CIN: U64202KA2003PTC03298

- You represent that you have never been convicted of, been charged with or are on trial for any crime or other transgression whatsoever in India or overseas.
- You will be subject to checking ("**Checkings**"), either by the Company or any third party so authorized by the Company in this behalf, both in India and outside, that may be concluded either before or at any time during your employment with the Company. Checkings may include:
 - Background checks (including checking all facts submitted to the Company, including but not limited to your curriculum vitae or application)
 - Reference Checks
 - Criminal checks, drug testing, fingerprinting and medical examination(s) if applicable and as determined to be relevant by the Company.
- You will cooperate in respect of the Checkings and provide the Company or any third party with the necessary documentation and information so requested as part of the Checkings. By signing and accepting this appointment letter, you hereby consent to allow the Company to carry out the Checkings and to share any such data/information connected with the same, including results of the Checkings, within the Company and also to affiliates, customers and clients and other third parties, whether situated in India or outside.
- The Company reserves the right to require you to undergo a medical examination, whether in India or abroad, by a doctor nominated by the Company or other third party, at any time during your employment where your health or absence from work due to illness is a cause for concern for yourself or for your co-employees or for any other reason. In this regard, you will abide by whatever decision taken by the Company in the interest of your health and safety of your colleagues. You hereby consent to allow the Company to share any data/information connected with the above, including the results of the medical tests, within the Company and also to affiliates, customers and clients and other third parties, whether situated in India or outside.
- The Company has a strict policy against drugs and alcohol consumption at workplace and employees shall not be under the influence of drugs or alcohol while at workplace or at any other place where you are required to be as part of your duties. The employee shall be bound by policies governing such conduct as may be framed from time to time. By signing this letter you consent to the carrying out such medical tests (including drug and alcohol screening) at any time (including if there is suspicion that you are working under the influence of a mood-altering substance both in India and elsewhere, by the Company or through a 3rd party and to cooperate in such tests and furnish all such data/information as may be requested by the Company for such checks, and if the results are not to the satisfaction of the Company, then the Company has the right to take appropriate action including termination of your employment. You hereby consent to allow the Company to share any such data/information including results of such tests within the organization and outside including with affiliates and customers and clients and other 3rd parties, whether situated in India or outside.
- You agree that the consents granted under this letter including in relation to the sharing of such data/information/reports is a material term of the agreement between the parties without which the employment will automatically cease to have any effect.

TERMINATION

Your employment with the Company may terminate, in accordance with the Company's policy on Termination of Employment, on account of any of the following reasons:

- **Voluntary Resignation by Employee:** You may terminate your employment with the company by providing a notice of 60 Calendar days. The notice should be given in writing and the 60 days period will start from the date of receipt of written notice by you to Company. Should you request the Company for the waiver of whole or part of the notice period and should the Company accept such request you will be under an obligation to make payment of an amount equal to your salary in lieu of unserved notice. It is at the sole discretion of the organization to accept/reject the payment in lieu of unserved notice period request depending on the business exigencies.

- **Termination of Employment by the Company:** Subject to the other provisions in this agreement, the Company may terminate your employment, by providing 60 calendar days' notice or payment in lieu thereof. Further, in case of disciplinary issues, where you commit an act of misconduct as per the policies of the Company, you may, in accordance with the policies of the Company, be terminated from employment without providing any notice or payment in lieu of the same. During the pendency of any disciplinary proceedings against you, the Company reserves the right to suspend you from employment, in accordance with applicable law. However, the Company shall have the right to terminate your services without notice for any misconduct or for any reason including, but not limited to for cause, unsatisfactory performance, and lack of funds, reorganization, or elimination of the position.
- **Automatic Termination:** The employment will automatically come to an end upon the demise of the employee.
- **Employee's inability to perform:** The employment will automatically cease if you are unable to continue performing your day to day official activities required off the role.
- **In case of termination of employment by the Company,** you will not be entitled to any full and final settlement.

If you are voluntarily terminating your employment as above, you shall be required to continue working for the Company for the full applicable notice period and shall not be entitled to (or adjust / set off) any accrued vacation leave during / against such notice period. If required by the Company, you will also be required to train your replacement during such notice period.

You will not be entitled to pay the Company compensation in lieu of serving the notice period. However, the management reserves the right and sole discretion to relieve you from the services of the Company during the said notice period by accepting payment to the extent of deficient notice period calculated on the current Gross Salary.

Your appointment is being made on the basis of the information and details given by you. If, at any time any information or detail given by you is found to be incorrect or inaccurate or false, the Company may terminate your services without any notice, salary in lieu of notice or compensation.

On termination, the Company shall not have any further liability to you other than for remuneration, allowances and perquisites that have accrued prior to the effective date of termination of employment. The Company's decision as to the termination of your services or employment shall be final and legally binding on you.

Upon cessation of your employment with the Company, howsoever arising, you hereby agree to accurately complete, sign and deliver to the Company the Separation Certification in the format which shall be provided to you.

COMMUNICATION

In the absence of any written communication about a change of address, all communications will be sent to the e-mail address in the application and shall be deemed to have been received by you. Any written communication given to you in the presence of witness or displayed on a notice board in the office will be deemed to have been given to you.

GENERAL

- All employees are expected at all times to maintain a neat and business-like appearance appropriate to the local customs and individual positions.
- Alcoholic beverages in the company premises are strictly prohibited.
- We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable for removal from service without notice. By signing this appointment letter, you confirm you have not entered into any agreements, oral or written, with any other entities or agencies which may prevent you from being employed with the Company or performing your services as are required under the letter.
- Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this agreement shall continue in full force and effect.

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103, India, CIN: U64202KA2003PTC03298

- These employment terms supersede and replace any existing agreement or understanding, if any between the Company and you relating to the same subject matter.
- You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- You will abide by all our HR/personnel policies, codes, including but not limited to the employee handbook, services rules and regulations [and any applicable policy of the parent/group company] (together the “**Policies**”) that are published from time to time, including the policies on conduct and discipline. The Policies and rules and regulations, as they presently stand and as may be modified from time to time, shall form an integral part of this agreement and the employment relationship between you and the Company.
- The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.
- Your employment will only take effect when you are free of any restrictions imposed by any of your previous or current employer(s) and it is up to you to advise us if there are any potential difficulties in this respect. By countersigning this letter you are confirming to us that you are not subject to any duty or obligation that would prevent you from taking up employment with us on your start date, or which would prevent you from performing all or any duties for us pursuant to your position.
- You hereby acknowledge that, if required by the Company to protect the business and commercial interests of the Company, the Company may require you during your employment to remain away for a period, including during the whole or part of your notice period, from the premises of the Company or any client, customer, supplier, agent, adviser, broker, banker or any employee of the Company, provided always that during any such period the Company shall, subject to you abiding by the terms of your employment, including under this letter of appointment or other Company policies, continue to pay Remuneration and provide all benefits and you hereby agree that the Company shall be under no obligation to provide you with any work to perform or duties to discharge during such period and, if necessary, the Company may require you to carry out different duties from your normal duties. It goes without saying that during such period, you may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account without the prior written permission of the Board.
- In the event of cessation of your employment, you hereby grant consent to the Company to notify any new employer and/ or any third party about your obligations under this letter of appointment. If necessary, the Company has a right to disclose this letter to any new employer or third parties.
- The Company also retains the right, in relation to any breach of your obligation under this agreement and the Policies, to seek specific performance or otherwise seek any legal recourse, as available under law.
- You agree to execute and deliver such additional documents and cause such additional action as may be reasonably necessary to carry out the purpose and intent of this letter of appointment.

INDEMNITY

You will fully and effectively indemnify the Company against all losses, damages and expenses suffered or incurred due to or in connection with: (i) any event which occurred during the period of your employment with the Company, whether discovered then or subsequently; or (ii) any misrepresentation in, inaccuracy in or any breach (or) alleged breach of terms of this appointment letter or of any of the representations and warranties provided by you.

COOPERATION

You shall, during the course of your employment with the Company and after, cooperate fully with the Company, its directors, employees and counsel with respect to any matter (including litigation, investigations, or governmental proceedings), current or in future, which relates to matters with which you are or were involved, or you have or had knowledge of, or which occurred during the course of your employment with the Company. You shall render such cooperation (at no additional cost to the Company) in a timely manner at the request of the Company until such matters are resolved to the satisfaction of the Company, as the case may be. You shall notify the Company and shall assist the Company

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103, India, CIN: U64202KA2003PTC03298

in any manner as may be required by the Company, immediately if you become aware of any information that may affect the Company or harm its interest in any manner.

NON-DISPARAGEMENT

- You shall not (directly or indirectly), during or after your employment with the Company, take any action or omit to do anything, which could reasonably be expected to adversely affect the reputation of the Company, its affiliates and/or associated persons, directors, employees and representatives of the Company and/ or its affiliates.
- In furtherance to the above obligation, you shall not (directly or indirectly) make any statements (written or verbal, electronically, anonymously or otherwise) or cause or encourage others to make any statements (written or verbal, electronically, anonymously or otherwise), which would defame, discredit, disparage or in any way criticize the Company, its affiliates and/ or associated persons, directors, employees and representatives of the Company and/ or its affiliates. You acknowledge that this prohibition extends to statements (written or verbal) made to anyone (including current or potential investors, industry analysts, competitors, strategic partners, vendors, suppliers, licensors, employees, clients and third parties) or through any medium, including but not limited to social media (including social media websites, Facebook, Twitter, LinkedIn).
- The Company may, in its sole discretion, determine whether your social media activity violates Company policies. As with all other policies, violation of this policy may result in disciplinary action, including termination of your employment.

SEVERABILITY

Each provision of this appointment letter is severable and distinct from the other and if at any time one or more of such provisions is or becomes invalid, void and/ or illegal, the enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

ASSIGNMENT

You shall not transfer, assign or otherwise convey this this appointment letter and all or any of its rights and obligations hereunder to any party, except with the prior written permission of the Company.

APPLICABLE LAW AND ARBITRATION

You shall be governed by the applicable laws of the country in relation to your employment with the Company. Any dispute, controversy or claim arising out of or relating to this Employment Agreement or breach, cessation or termination of your employment or invalidity thereof or otherwise arising in connection with the terms of your employment, shall at the sole option of the Company be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force and amendments thereto, if any, by a sole arbitrator appointed by the Company. The arbitration shall be held in Bangalore, Karnataka, India and shall be conducted in the English language. The arbitration award shall be final and binding on the parties. The parties shall bear their own attorney's experts and other fees and expenses in connection with any arbitration unless otherwise determined by the arbitrator.

On behalf of Infiniti Research Marketing Solutions India Private Limited, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact the HR Department. To accept, please sign and return the duplicate of this appointment letter.

Yours Sincerely,

Authorized Signatory

Infiniti Research Marketing Solutions India Private Limited

Infiniti Research Marketing Solutions India Pvt Ltd

Global Headquarters: 8 Wimpole Street, W1G 9SP London, United Kingdom
India Office: Cessna Business Park, Embassy Signet, 1st Floor, Left Wing
Kadubeesanahalli, Bangalore 560 103. India, CIN: U64202KA2003PTC03298

I, Ankita Dhawan, accept the offer and terms of employment as detailed in this letter.

Signature of Ankita Dhawan: _____

Date of Signature by Ankita Dhawan: _____

ANNEXURE 1: COST TO COMPANY STRUCTURE

Name **Ankita Dhawan**
Designation Associate Analytics Consultant

Component	Annual Compensation (Rs)
Base Pay	
Basic Salary	320,000
House Rent Allowance	128,000
Statutory Bonus	0
Special Allowance	330,400
Company Contribution to Provident Fund	21,600
Total Base Pay	800,000
Variable Pay	0
Benefits	
Company's contribution to Gratuity	15,385
Insurance Premium (Medical Coverage)	10,000
Total Benefits	25,385
Cost to Company (CTC) – (Base Pay + Variable Pay +Benefits)	825,385

- You will only be eligible to receive any discretionary variable compensation if you are in the continued employment of the Company at the date of payment and you have not given or received notice to terminate your employment nor are under suspension for any disciplinary matter which may result in your dismissal for gross misconduct.

ANNEXURE 2: SPECIAL ALLOWANCE COMPONENT

Name **Ankita Dhawan**
Designation Associate Analytics Consultant

The table below contains the various optional components included under Special Allowances and the maximum limit for each of the components. You may choose any of these optional components subject to the Special Allowance limit stipulated in your CTC. Special Allowances can change based on changes in government policies.

Optional components within Special Allowance	Maximum Limit
Meal Coupons	Rs. 3,000 per month
Sodexo Gift Coupons	Rs.5,000 per annum
LTA	<ul style="list-style-type: none"> Limited to 1 month Basic salary per annum As per the government policies governing LTA
Telephone & Internet Allowance	<ul style="list-style-type: none"> Rs.2,000 per month Postpaid connections in your name
Education Allowance	<ul style="list-style-type: none"> Rs.200 per child per month Restricted to two children