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16 August 2024

RANBIR SINGH
1151 Maruti Vihar, Sector 28
Chakkarpur, Gurugram
HR - 122002, India

Dear Ranbir,

APPOINTMENT LETTER

Subsequent to our recent interviews, we are pleased to offer you the position of **Lead Security Architect (Grade 06)**, reporting to the **Senior Lead Solution Architect**. Your current location will be **Gurugram, Haryana, India**.

This offer and/or contract of employment is with **SITA Information Networking Computing (India) Private Limited** under the following terms and conditions, subject to obtaining the necessary work papers with the local Authority if you are a non-citizen, with effect from **November 18, 2024**.

This offer and/or contract of employment is conditional upon SITA having obtained satisfactory references and pre-employment verification and screening checks. In the event satisfactory references or pre-employment verification and screening checks are not obtained SITA reserves its right to withdraw the offer and the contract of employment.

This employment agreement covers:

- Annexure 1: Employment terms and details.
- Annexure 2: Benefits and Remuneration.
- Annexure 3: Confidentiality Agreement.
- Annexure 4: Intellectual Property Right Agreement.
- Annexure 5: Summary of Terms, Conditions and Benefits.
- Annexure 6: Compensation break Up.

To accept this offer of employment, please electronically sign this document, save it and email it back to us. We would be delighted to see your acceptance through a reply mail. If we don't receive your acceptance within one (1) week from the date of issuance of this letter it stands withdrawn.

For SITA Information Networking Computing (India) Private Ltd,

Lalit Tiwari
HR Country Manager (India & Sub Continent)

RANBIR SINGH

(Date)

SITA Information Networking Computing
(India) Private Ltd.

Registered office:
AFL House – 6th Floor
Lok Bharati Complex
Marol Maroshi Road
Marol Andheri (East)
Mumbai 400 059
India



ANNEXURE 1: EMPLOYMENT TERMS AND DETAILS

We are pleased to offer you the position of **Lead Security Architect (Grade 06)** in the **Delivery Management** Dept of SITA, reporting to **Senior Lead Solution Architect** under the following terms and conditions.

Your joining date will be **November 18, 2024** conditional upon SITA having obtained satisfactory references and pre-employment verification and screening.

Pre-employment screening, medical and references

In the event satisfactory pre-employment verification and screening checks are not obtained, SITA reserves its right to withdraw the offer and the contract of employment. This offer is also subject to your being able to meet medical fitness requirements.

Base of Work

You will be based in **Gurugram, Haryana**, India, but may be required to undertake business trips within India and abroad as and when the need arises. Due to the nature of SITA Operations, you may be required to relocate to another city/Country. The Company will endeavour to assist you to ensure that your relocation is as smooth as possible.

Probation

You shall be required to complete a probationary period of six (6) months from the date of your joining the organization.

You will be duly notified if you have not successfully completed your probationary period or extension thereof with a written communication to that effect. In the absence of any such notification from the Company at the end of your probationary period, you will be deemed to have successfully completed your probationary period.

Annual Base Salary

Your starting annual salary will be **INR 15,80,000.00** divided into 12 instalments. This is translated into **INR 1,31,667.00** per month.

Flexible Benefits

Your Flex Benefit will be **INR 15,80,000.00** per annum.

Flexible Benefit Plan

Options under Flexible Benefit Plan as per the Grades (per income tax guidelines and may vary at the start of financial year): Conveyance Allowance, House Rent Allowance, Leave Travel Allowance, Food Coupons (Sodexo Card), Residential Telephone / Internet connection for official work, Fuel Reimbursement – Use of Personal Vehicle for Official work, Driver Salary Reimbursement – for official work, Books & Periodicals for Professional Development, Reimbursement of Children Education Fees, Reimbursement of Children Education Fees when staying in a Hostel, Employer Contribution to National Pension System (NPS), Gift Voucher, SITA Benefit Plan (Special Allowance – Balancing Figure), Health / Sports Club Membership Fees Reimbursement and Professional Pursuit Expenses.

Provident Fund and Gratuity

Contribution and Payment towards the PF and Gratuity is in accordance with the Act.



SITA Incentive Reward Programme

You will participate in the SITA Incentive Reward Programme (SIRP).

Your on-target bonus for the calendar year 2025 will be **15%** of annual base salary and flexible payment for 2025.

The SIRP including your participation and on-target bonus percentage is subject to change each year and shall be at the discretion of management.

Please speak with your manager to ensure that you have a thorough understanding of the programme as well as agreeing your deliverables for year 2025.

Tax

Taxation will be governed by the Income Tax rules from time to time and the Company will be deducting tax at source as applicable.

Termination of Employment

During probation, either party may terminate this contract by serving one (01) months' notice or one (01) months' base salary in lieu of notice. Upon confirmation of your employment, termination of employment may be affected by either party after giving two (02) month's advance written notice or two (02) month's base salary in lieu of notice.

After the termination of employment with SITA, for a period of twelve (12) months, you shall not be involved either personally or in any manner interested, either financially or otherwise either directly or through your agent, in any business concern or undertakings involved in business or association with SITA, its subsidiaries and/or affiliates.

In the event of your employment being terminated, you will not directly induce any employee of SITA or its associated companies to leave his/her employment for a period of two (02) years after leaving the company.

If any declaration, statement or information given by you at any time, is found to be false or untrue, or if any material information is suppressed, the Company shall be entitled to terminate your employment immediately at any time without any notice or compensation in lieu thereof.

Hours of Work

Your working hours will be governed as per company policies and the Company may revise the same from time to time. Being a global organization, you may be required to work on staggered timings/shifts to support the 24 x 7 business operations of the organization.

Employment of Relatives

At the time of joining, you must declare your family member / relatives working on any role in SITA. This is required to avoid any conflict of interest, during your employment with the Company. During your employment with Company if any of your relatives are offered any position by SITA, you would be required to voluntarily declare the same. Direct Relatives herein include parents, spouse, brother/s, sister/s and children of employee.

Data Protection

In order to comply with global Data Protection Acts around the world and to continue with normal HR operations such as payroll, employee reviews, etc., you as an employee agree for SITA to hold and use personal information about you with regards to your employment at SITA. This may include sensitive data if and when SITA is required by law to deal with administration of justice or legal proceedings, or to protect the vital interests of the employee. Hence, SITA may transfer some or all of your personal data outside the country, but your data will still remain within the SITA organization, where we ensure all SITA countries are taking the necessary actions to comply with the Global HR Services Data Protection Policy.



Confidentiality as an employee

You shall be covered by and are required to observe the Confidentiality Agreement as well as the SITA India Employment Regulations and any revisions thereafter. It is a condition of your service to ensure that the organization's policy of maintaining the strictest confidentiality for the remuneration you receive are observe by you at all times.

Ethics Policy As an employee

You shall adhere to the SITA Ethics Policy, which serves as a guide to all employees in understanding and complying with our principles for acceptable business practices. It is through upholding our code of ethics that we are able to instill trust, and to gain credibility and respect from our customers, stakeholders, employees and business partners. To be successful, we must clearly understand our individual responsibilities in meeting SITA's standards and expectations. The reputation of our company depends on the service we provide and on the decisions, we make every day, on and off the job, whether we are interacting with our customers, our suppliers, our competitors, or each other. Integrity is a personal responsibility, and we are each responsible for our individual actions. The basic rule governing our every action is that what we do must always be above reproach. When in doubt, seek clarification from your manager or the legal team.

Other Business Concerns

During the term of your service with SITA, you shall not be involved or in any manner interested, either personally or through your agent, in any business concern or undertakings. You shall not secure to try to secure any other post or undertake any course of study or work part time, without the previous consent of SITA, in writing.

Right to Amend

The Management reserves the right to amend any of the benefits and/or employment terms and conditions stated in this contract.

Indemnity

You hereby agree to indemnify and keep indemnified and hold the Employer and its officers, directors, customers and affiliates harmless from and against any loss, claim or damage incurred/sustained by the Employer on account of your contravention of any of the terms of this letter as well as any other binding agreements.

Law Governing this Agreement

The terms of this contract shall be governed by and construed under India laws.

Provided that the terms and conditions expressly enumerated above are acceptable to you and you agree to abide by the applicable SITA India Employee Handbook (as amended by SITA from time to time), please sign one copy of this letter.

We wish you every success during your employment with SITA.

For SITA Information Networking Computing (India) Private Ltd,

Lalit Tiwari
HR Country Manager (India & Sub Continent)

RANBIR SINGH

(Date)



ANNEXURE 2: BENEFITS AND REMUNERATION

SITA is pleased to offer you a comprehensive benefits program encompassing both statutory (legally mandated) and/or enhanced (SITA Sponsored) plans, which support your health, life and retirement. For more information, after you join, please check HR Policies on The Hub and if you still have queries, please raise a People Connect Ticket.

Medical Insurance

Group Medilaim Policy SITA covers you and dependent family members through a Medilaim Health Plan for prompt access to treatment during sickness or accident. Family members include Spouse, Children and Dependent Parents. Expenses for hospitalization are payable only if a 24-hour hospitalization has been taken. Under this scheme typical expenses covered are: room/boarding expenses as provided by the hospital or nursing home; nursing expenses; surgeon, anaesthetist, medical practitioner, consultant, specialist fees, anaesthesia, blood, oxygen, operation theatre charges, surgical appliance, medicines and drugs.; dialysis, chemotherapy, radiotherapy, and similar expenses.

Dependent parents are covered up to age of 100 and dependent Children up to the age of 25 years. Some of the benefits of Group Medilaim policy are: coverage of all Pre-Existing Diseases, with a waiver of first 30 days and first year, Prehospitalization up to 30 days and post hospitalization up to 60 days and waiver of 9 month waiting period for Maternity Benefit. OPD, Dental, Optical and Health Check-up limit is INR 20,000 per family.

There is a co-share of 10% premium by employee.

There is a 10% co-payment by employee on Parental Claims.

The sum insured for this year INR 500,000 for all employees (for all Grades).

Group Personal Accident Insurance

Group Personal Accident is 24 months' Gross Salary or minimum of INR 15,00,000.00, whichever is higher.

Group Term Life Insurance

Group Life Term Insurance is 36 months' Salary or minimum of INR 15,00,000.00, whichever is higher.

Retirement Plans

EPF (Employee Provident Fund)

This helps you save a part of your salary every month, to be used in an event where you are either temporarily or no longer fit to work, or you are at retirement. You contribute as per PF Act % of Basic Salary and SITA matches this with no cap on contribution.

EDLI (Employee Deposit Linked Insurance Scheme)

EDLI scheme provides for a lump sum payment to your nominated beneficiary in the event of your death due to natural causes, illness or accident. All employees who join the Employees' Provident Fund are covered by the EDLI or Employee's Deposit Linked Insurance Scheme, 1976.

Note

- EPF and EDLI are regulated by Labour Ministry, Regional Provident Fund Commissioner (RPFC) guidelines.
- The information contained in this guide is relevant for the time of issue and may be subject to change from time to time.



- Provisions of all the benefits listed are subject to the rules of the relevant schemes. The Benefits listed reflect the current Benefit offering and does not provide details of any legacy arrangements which may apply in their place or for any future changes.
- In the event of any difference between the information in this guide and the scheme rules and/or individual contracts of employment, the schemes rules and/or individual contracts of employment will take precedence.

Gratuity

You will be covered under the Group Gratuity cum Life Assurance Scheme; Gratuity is payable to an employee as per the Payment of Gratuity Act. as amended from time to time.

Flexible Working Hours

SITA offers flexible working from home (2 day per week in agreement with your manager).

For SITA Information Networking Computing (India) Private Ltd,

A handwritten signature in blue ink, appearing to read 'Lalit Tiwari', is written over a horizontal line.

Lalit Tiwari
HR Country Manager (India & Sub Continent)

RANBIR SINGH

(Date)



ANNEXURE 3: CONFIDENTIALITY AGREEMENT

I, _____, holder of an Indian Passport No:/Aadhaar Card No _____, the undersigned, hereby agree as follows:

During my employment with SITA, I agree not to engage in any employment, business or activity that does, or may, conflict in any way with the interests of SITA or its affiliated Companies or customers.

I acknowledge that I will not disclose at any time, either during my employment or thereafter, any confidential information that I may possess or become aware of by virtue of my employment with SITA. This includes, but is not limited to: trade secrets, financial information, marketing, R&D or technological strategies or prototypes, network configurations and diagrams, and any other data or information belonging to SITA and/or its affiliates, customers or suppliers.

I agree that any discovery, improvement, modification, correction or addition made by me as a result of my employment with SITA, including computer programs shall remain the sole and exclusive property of SITA and/or its affiliates or customers, and that I have no proprietary rights thereto.

Upon termination of my employment with SITA, I will return all property in my possession belonging to SITA and/or its affiliates or customers, including any and all confidential information or materials such as notebooks, manuals, financial statements, reports, drawings and other documents.

I understand that any breach of this Agreement constitutes grounds for summary dismissal and possible legal action and that termination of employment does not release me from the obligation imposed in relation to confidentiality.

RANBIR SINGH

(Date)



ANNEXURE 4: INTELLECTUAL PROPERTY RIGHT AGREEMENT

I, _____, residing at _____

Holding an Indian Passport, No/Aadhaar Card No: _____, in consideration of my employ by SITA or one of its subsidiaries, other affiliates, successors, or assigns (the "Company"), in relation with my employment, and as a condition of my employment, as an "Employee" of SITA undersigned, covenant and agree with the Company as follows.

INTELLECTUAL PROPERTY RIGHTS

I agree that any Work Product or other work made or developed by me in the course of my duties of employment or in the course of such duties specifically assigned to me from time to time by the Company, whether alone or with others, at any time during my employment by the Company (whether before or after the date of this agreement and whether during or outside of normal business hours), and which is in any way connected with or applicable to any business or operation of the Company or any Group Company or which is capable of being used or adapted for use by the Company or any Group Company ("Employment Work Product"), and all Intellectual Property Rights therein belong solely and unconditionally to the Company or the relevant Group Company.

I acknowledge that because of the nature of the duties and the particular responsibilities arising from the nature of my duties I have and shall have at all times while employed by the Company, a special obligation to further the interests of the Company.

I agree that I will provide full and prompt disclosure to the Company of the details of all or any such Employment Work Product and Intellectual Property Rights therein immediately upon their creation, and whether or not it is complete and/or still subject to additional work or modification.

I hereby assign all rights, title, benefits and interests in and to the Employment Work Product and the Intellectual Property Rights therein and will provide all reasonable assistance to the Company or Group Company to maintain and enforce such rights to the extent that the same may not be and until the same are vested absolutely in the Company.

To the extent that Clause 1.4 above is not effective under the law of any jurisdiction in the world, to assign any right, title or interest in the Employment Work Product or Intellectual Property Rights therein (which arise in that jurisdiction) to the Company, and until such assignment has taken place, the Employee agrees to hold the same on trust for the sole benefit of the Company to the extent that the same may not be and until the same are vested absolutely in the Company.

I will provide all reasonable assistance to the Company or any Group Company to protect all current and future rights in the Employment Work Product and Intellectual Property Rights therein including filing or securing patents or other registrable rights and signing any written assignment necessary to give effect to clause 1.4.

I hereby irrevocably appoint the Company to be my attorney to execute any document or do anything on my name and on my behalf to ensure my compliance with this Clause 1 and a certificate in writing, signed by a director or the company secretary, stating that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case as far as any third party is concerned.

I hereby irrevocably and unconditionally waive in favour of the Company, or any relevant Group Company, the moral rights in any Employment Work Product and Intellectual Property Rights therein conferred on me by virtue of the Copyright Designs and Patents Act 1988 (or any equivalent rights conferred on me in any other jurisdiction, to the extent it is possible to waive such rights).

For the purposes of this Deed the following terms shall have the following meanings:



“Group Company” means each and every company and/or corporation in any jurisdiction:

- a) which from time to time is a subsidiary or a holding company of the Company;
- b) which from time to time is a subsidiary of such holding company (excluding the Company); and
- c) over which the Company or its holding company has control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 (and where the terms “subsidiary” and “holding company” have the meanings attributed to them by sections 1162 and 1159 of the Companies Act 2006);

“Intellectual Property Rights” means patents, utility models and rights to inventions, rights to Work Products, copyright and neighbouring and related rights, trademarks, service marks, trade names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Work Product” means work, know-how, technical information, idea, document, invention, design, discovery, secret process, improvement, development, innovation, system, computer program, formula, data, idea or other work, whether or not patentable or capable of registration and whether or not recorded in any medium.

ENTIRE AGREEMENT

This entire agreement and understanding between the Employee and the Company and any Group Company and is in substitution for and supersedes any previous agreement (whether oral or in writing) between the Company or any Group Company and the Employee relating to its subject matter.

PARTIES

Save for any group company, any person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. The terms of this Deed or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case) without the consent of any third party.

GENERAL

This agreement can only be amended by written agreement signed by both parties.

1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
2. Any notices served in accordance with the terms of this agreement must be given in writing and must be delivered or posted to the registered address of the company or as amended from time to time in accordance with the terms of this Agreement. If posted it will be deemed to have been delivered 7 working days after posting. In proving such service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
3. Any delay in enforcing rights under this agreement by either party does not constitute a waiver of those Rights.
4. Any waiver of rights under this agreement will only be effective if it is in writing signed by the party waiving their rights.
5. Any such waiver will not constitute a waiver of any other term of this agreement, nor will it be effective in respect of a subsequent breach of the same term of this agreement.



This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and interpreted in accordance with Indian law and the parties hereby submit to the exclusive jurisdiction of the Courts in India SITA as SITA INC.

This document is executed as a deed and is delivered and takes effect once signed and dated by both parties.

RANBIR SINGH

(Date)



ANNEXURE 5: SUMMARY OF TERMS, CONDITIONS AND BENEFITS

Terms, Conditions and Benefits	Entitlement
Annual Leave <ul style="list-style-type: none"> 1 to 3 years of service 4 to 6 years of service 7 to 9 years of service 10 years & above 	21 working days per year 22 working days per year 23 working days per year 24 working days per year Up to one year's leave entitlement may be carried forward and must be consumed by 31 st December in the following year
Resignation Notice Grade 01 – Grade 04 Grade 05 and above	02 weeks (during probation for new hires) 01 month (upon confirmation in service) 01 month (during probation for new hires) 02 month (upon confirmation in service)
Group Medical Insurance	INR 500,000.00 per year – Floater Policy (Co-payment of 10 percent of the Premium amount by the employee) Subject to the insurance policies' stated terms and conditions on coverage, definitions, limitations, exclusions and other applicable terms. There is a 10% co-payment by employee on Parental Claims.
Group Personal Accident Insurance	24 months' gross salary subject to Minimum of INR 15,00,000.00
Group Life Insurance	36 months' salary subject to Minimum of INR 15,00,000.00
Sick Leave <ul style="list-style-type: none"> 1st Calendar Year 1 year to 6 Years 6 Years and above 	10 calendar days (pro-rated from date of joining) 16 calendar days per year 21 calendar days per year Sick Leave can be accumulated up to a maximum of 3 years
Hospitalisation Leave	60 calendar days less any sick leave taken per calendar year
Maternity Leave For first two children For the third child	26 weeks (8 weeks pre and 18 weeks post-delivery) 6 weeks before and 6 weeks after the date of delivery
Paternity Leave	Male employees are given 5 calendars days leave per birth.
Compassionate Leave	In case of the bereavement of an immediate family member (Parents, Siblings, spouse and children), SITA will provide 4 calendar days leave.
Casual Leave Including the following: <ul style="list-style-type: none"> Marriage leave – employee Marriage leave – sibling Birth of child – employee Birth of child – sibling Death of parents or parents-in-law Death of spouse/siblings/children Critical illness of parents or parents-in-law Critical illness of spouse/siblings/children Residence relocation (employee only) 	8 working days per year. Pro-rated from the date of joining. A maximum of 2 days Casual Leave can be availed at a time. <div>Ranbir Singh</div>



August 16, 2024

Name :	Ranbir Singh	Title :	Lead Security Architect
Date of Joining :	November 18, 2024	Grade :	06
Work Location :	Gurugram, India		

Strictly Private and Confidential

COMPENSATION WORKSHEET				
		ANNUAL	REMARKS	CURRENCY: INR
Basic		15,80,000		
Flexible Benefit Plan (Allowances)*		15,80,000		
GROSS TOTAL		31,60,000	Total of Basic & Flexible Benefit Plan (Allowances)	
Incentive Plan**				
SIRP**	15%	4,74,000	% of (Basic + Flex Benefit Plan (Allowances))	
TOTAL TARGET CASH (A)		36,34,000		
Company PF Contribution***		1,89,600	As per Employee Provident Fund Act	
Gratuity Provision***		75,998	Gratuity amount mentioned is indicative. Actual payout will be as per provisions of Payment of Gratuity Act, 1972.	
TOTAL STATUTORY CONTRIBUTION/Benefits (B)		2,65,598		
COST TO COMPANY (A+B)		38,99,598		

*Income Tax Benefits for Flexible Salary are subject to your Choice of Allowances in Flexible Salary Plan every year, authentication of supporting documents and Income Tax Rules in India as per Income Tax act.
** SIRP/SIP Bonus payment is purely Performace based maximum upto given percentage and subject to change as per internal policy decided by SITA Management.
*** Subject to change as per Government Regulations - Provident Fund & Gratuity

All compensation information is confidential, you will not at any time without the consent of the management disclose or divulge or make public any such information except under legal obligation. Any breach of this condition would entitle the company to take such action as would be appropriate in the circumstances.

Ranbir Singh