

August 17, 2020

Deepak R G1,Abhi aradhana A1 flats,perumbakkam, chennai chennai chennai, Tamil Nadu 600100

# Dear Deepak R:

It is my pleasure to extend this offer of employment. We are looking forward to you joining us in the position of Systems Engineer II, with First Data Development Private, based in Chennai - Embassy. First Data Development Private is a subsidiary of Fisery, Inc., a US corporation. You will report directly to Pavan Kumar PVS.

If you choose to accept this offer, your starting date will be August 31, 2020 mutually agreed upon.

### **Total Compensation**

We operate on a system of meritocracy and total compensation where actual total compensation is determined each year based on our success and your individual contributions to that success. We also have a strong culture of ownership where employees have equity ownership opportunities. As owners, we pull together every day in support of each other, our clients and our success.

Your starting total annual base compensation will be INR 1,800,000.00 gross. Your base pay will be paid to you on a Monthly basis. You may also be eligible for additional incentive opportunities based on contributions and results delivered. Your incentive compensation opportunity may be a variable mix of cash compensation and equity awards. Your annual incentive opportunity may be prorated based on your hire date during the first year. Employees hired after September 30th are not eligible for base salary increases in the year they are hired, except those increases to the base salary that are required by local law.

Your base salary is inclusive of basic salary and allowances detailed below.

Basic salary	INR 720,000.00 per annum
House Rental Allowance	INR 360,000.00 per annum
Special Allowance	INR 720,000 per annum

Any residual base salary not covered by basic salary and allowances may be considered as a special allowance. This component comprises of allowances provided by the company based on the prevailing legislation and the company policy. Please refer to the policy for further details.

Allowances shall be subject to tax according to the relevant Indian tax legislation.

**Provident Fund:** Where required by law, you will contribute to the state mandated Employee Provident

Fund, the higher of 12% of your monthly basic salary or such salary as set out under s.2(f)(ii) of Employees Provident Fund Scheme 1952 as amended or replaced from time to time ("EPFSâ€) and the Company will contribute the higher of 12% of your monthly basic salary or such salary as set out under s.2(f)(ii) of EPFS.

\*If any of the offer or any other data specific to them is being discussed outside the approved person, Fiserv has right to reject the offer.

The amount, structure and form of any incentive compensation opportunity will be subject to all terms and conditions of the applicable incentive compensation plan(s), and will be determined by Fiserv in its sole discretion, which for avoidance of doubt includes the right to make no award and/or payment. The incentive compensation opportunity is dependent on achievement of corporate objectives as determined by the Board of Directors in its discretion, and thereafter on individual performance. Any incentive compensation award and/or payment is discretionary, non-binding and revocable for future years.

Any repetition of any such incentive compensation award and/or payment, even if repeated in the same or similar amounts as in a previous year, does not give you any right to such an amount or to any award and/or payment whatsoever in any succeeding year. In addition, your eligibility to participate in any incentive compensation plan and receipt of any incentive compensation award and/or payment does not imply or create a labour or employment relationship between you and Fiserv; all incentive compensation cash payments;, if any, are the sole responsibility of the Company.

You may be eligible to participate in the long term incentive equity ownership program. Your participation is governed by, and subject to your execution of, and compliance with, the applicable plan documents and terms and conditions. If applicable, you will be provided additional details after your employment begins. You will be required to sign an agreement that may contain non-solicitation, non-competition, and non-disclosure commitments.

Any payment or grants of an incentive award in any year do not commit Fiserv or your employer to make payments or grants in any future year.

#### **Employee Benefits**

You will be eligible to participate in the employee benefit plans in place for your location. Your employer reserves the right to amend or discontinue non-statutory employer-paid benefit plans in its discretion. As permitted by applicable law, benefits are not guaranteed and are subject to change during employment.

#### **Prior Agreements with Former Employers**

This offer is contingent upon there being no contractual restrictions with any previous employer on your ability to perform your anticipated role with us. If this is incorrect, this offer is suspended and you must inform us immediately. We will not request, and expect you will not use, any former employer's confidential information to our benefit, nor do we believe that such use would be necessary for you to perform any of your employment responsibilities.

# **Other Agreements and Conditions**

The offer outlined in this letter does not constitute a contract. You will be required to sign an employment contract containing the terms and conditions of your employment. If you decline to sign the employment contract, this offer will be null and void.

Also, this offer is contingent upon our receiving results acceptable to us from your references, background investigation, and documentation which verify your right to work at the location of the position.

Deepak R, I am excited to welcome you as part of our team and I hope you will accept this offer.

If you have any queries about the content of this offer, please do not hesitate to contact Tarique Anwar.

Sincerely,

For and on behalf of First Data Development Private Ltd

Yours Sincerely,

Mamta Sharma

VP, Human Resources

First Data Development Private Limited, a subsidiary of Fisery, Inc.