

**Refinitiv India Shared Services Private Limited**

(Formerly known as F&R India Operations and Shared Services Private Limited)

Registered Office: One World Centre, 12th Floor

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Mumbai 400 013, Maharashtra, India

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CIN: U72200MH2018FTC309675

**LSEG**

Gagan Chaurasiya

6081902

This Letter confirms the changes to your terms and conditions of employment, from the effective date as mentioned in clause 4 under Summary Key Terms below:

## Summary of Key Terms

THIS AGREEMENT is made on 10 October 2022.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and

(2) Gagan Chaurasiya, Pradeep Video, Nowgong, 471201 (the "Employee")

**Name** Gagan Chaurasiya

**Employing Company** Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- (a) that is directly or indirectly controlled by the Company, or
- (b) that directly or indirectly controls the Company; or
- (c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- (d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

**Position and Function**

Your role will be Senior Software Engineer , Division: Technology.

**Place of Work**

Divyasree Technopolis, 36/2 & 124, Yamalur Village, Varthur Hobli, Off HAL Airport Road, Bengaluru, India, 560037. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

**Start Date**

This Agreement will start on 10 October 2022. Your continuous employment date with the Company started on 06 January 2020 .

**Probation Period**

Your employment is not subject to a Probationary Period.

**Hours of Work**

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

**Salary**

Your Total Fixed Pay (TFP) will be INR ₹1,400,002.00per annum and is inclusive of your Basic salary of INR ₹560,001.00per year, Employer's contribution towards Provident Fund of INR ₹67,200.00per year, Flexi Benefit Plan of INR ₹772,801.00 per year respectively (less tax and statutory deductions) (the "Salary").

**Discretionary Bonus**

You will be eligible to participate in the Bonus/Annual Incentive Plan (AIP) subject to its terms and conditions. Your annual incentive compensation target for this plan will be 10.0% of your Salary. Your bonus opportunity will range between 0% and a maximum of 200% of your annual incentive compensation target. The terms and conditions of the Bonus/AIP and the payments made are subject to the plan rules and may be varied from time to time by the Company in its absolute discretion.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

**Annual Leave**

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

**Retirement Age**

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

**Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

**Notice Period**

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].

## **Confidentiality**

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

## **Data Privacy**

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

## **Post-Termination Restrictions**

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

## **Training**

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.



## DETAILED TERMS AND CONDITIONS

### 1. INTRODUCTION TO THIS SECTION

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as your “Agreement”. By signing the Agreement, you confirm that you have read, understood and agree to the terms set out in the Agreement.

### 2. PRE-EMPLOYMENT AND ONGOING CONDITIONS

2.1 Your employment is conditional upon the completion of certain requirements and on-going conditions to the Company's satisfaction (the “Employment Requirements”). These include the following (but we may add to these and/or waive any of them):

- that you are contractually free to carry out your employment and will not be in breach of any contract or of any other binding obligation by entering into the Agreement or carrying out your role;
- your confirmation that you are not, and have never been, the subject of an investigation by any company or other body or authority into suspected bribery or corruption activity or into suspected criminal activity involving dishonesty (including theft or fraud) or anti-competitive behaviour;
- receipt of satisfactory references by us;
- providing us with original documents, proving your eligibility to live and work in the country in which you are employed;
- where specific background checks are necessary, or applicable to your role, your cooperation in such checks being carried out and the completion of those checks to our satisfaction. By signing the Agreement, you consent to such checks being carried out;
- where applicable to your role, and in compliance with local law, the completion of credit checks to our satisfaction;
- where Securities and Exchange Board of India (“SEBI”) or any other regulatory approval for your employment is required and sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company following consultation with the relevant regulatory body; and (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications;
- your holding and continuing to hold all applicable qualifications, approvals, licences and registrations as required by the Company, and producing evidence of these before starting employment;
- the Company receiving a electronically signed copy of the Agreement from you; and
- if requested, and consistent with local law, your completing a satisfactory medical questionnaire.

2.2 If any of the Employment Requirements are not satisfied before your employment commences, the Company may withdraw its offer and terminate the Agreement without notice. While the completion of the Employment Requirements will normally be carried out before your employment starts, this may not always be possible and the Company may terminate your employment at any time after your start date with the minimum notice period as required under local law if any of the Employment Requirements are unfulfilled, or are not completed to the Company's satisfaction or within a reasonable time period.

2.3 You confirm that the information you have provided in connection with the completion of the Employment Requirements (including at the interview stage) and otherwise in connection with the Agreement is true and accurate both at the time it is given and at the start of your employment.

### 3. PLACE OF WORK

3.1 Your place of work is set out in the Summary of Key Terms.

3.2 The Company may change your normal place of work to any reasonable location as may be required for the proper performance of your role. This may include requiring you to work from home for a temporary or extended period.

3.3 You may be required to travel and work within country and overseas as part of your role and you agree that you are prepared to undertake business travel to any global location, as the Company may at any time require.

3.4 You shall not be required to work outside India for any continuous period of more than one month, without your consent.

### 4. DUTIES

4.1 Your role is set out in the Summary of Key Terms. The Company may at any time reasonably vary your duties and/or reporting line.

4.2 The Company may (acting reasonably) at any time require you to:

- perform additional or replacement tasks;
- perform tasks for, or be seconded to, any other Group Company;



- agree to a transfer of your employment under the Agreement to any Group Company.

4.3 The Company has policies, guidelines and procedures on the performance and conduct that it expects from its employees, including the Code of Conduct ("Policies"). Unless stated otherwise, these do not form part of the Agreement. These are available on the Company's intranet or from Human Resources. It is important that you read and comply with our Policies. Any failure to comply could result in disciplinary action being taken. The Company reserves the right to amend, replace or withdraw any of the Policies at any time.

4.4 To the extent applicable to your role, as a strict condition of your employment, you will obtain and maintain such qualifications, certification, licences or regulatory approval, as reasonably required by the Company throughout your employment.

4.5 During your employment with the Company you agree that you will:

- devote all your working time to your role, and you will carry out your role to the best of your ability and with integrity, due skill and care, and upholding the values of the Company;
- use your best efforts to promote and protect the interests of the Company and not do anything to harm those interests;
- comply with all reasonable requests given by the Company and promptly provide any explanations and information on your involvement with the business as the Company may reasonably require; and
- report to your manager or the Human Resources team any information that may harm the interests of the Company or any actual or proposed unlawful activity or behaviour affecting the Company or any Group Company (as defined in the Summary of Key Terms), whether by you or any other employee, officer, contractor of the Company or any other person, immediately on becoming aware of it.

4.6 In the event that you are unable to perform your duties or that your absence from work for any period of time causes operational difficulties, the Company may appoint another person or persons to perform your role until such time as you are able to resume fully the performance of your duties.

## 5. Working Time

5.1 The Company can vary your working hours at its discretion, including your start and finish times. Any changes to hours will be discussed with you before they are confirmed. As well as your normal working hours, you may be required to work such additional hours as are necessary for the proper performance of your role. You may receive additional pay or time off for additional hours worked as set out in Company's Special Shift Policy in force at the relevant time.

## 6. Salary and allowances

6.1 The Company will pay you the Salary as specified in the Summary of Key Terms or at such other rate as may subsequently be agreed between you and the Company.

6.2 Your salary will be reviewed annually, and the Company is under no obligation to increase your salary at the time of the review.

6.3 The Company may at any time deduct from any sums or payments (including the Salary) owed to you, subject to payment limits, any sums which you owe the Company or any Group Company at any time, including but not limited to loans, advances or overpayment of Salary in accordance with applicable law.

6.4 The Company will reimburse you for all reasonable and authorised out-of-pocket expenses incurred necessarily by you in the performance of your role in accordance with the Company's applicable expenses policy in force at the relevant time.

## 7. DISCRETIONARY BONUS

7.1 If applicable and specified in the Summary of Key Terms, you may, at the Company's discretion, be eligible to participate in a discretionary bonus plan or a sales incentive plan.

7.2 Participation in any discretionary bonus plan or sales incentive plan will be subject to the rules of the applicable plan in force at the relevant time. These rules may include, but are not limited to, company and/or individual performance against a series of objectives and targets. You have no contractual right to receive a bonus or sales incentive payment.

7.3 To be eligible to receive a payment under a bonus or sales incentive plan, you must satisfy the rules of the relevant plan. In addition, the Company reserves the right at any time, to vary, terminate or withdraw (with or without replacement) any bonus plan in place from time to time. Bonus and sales incentive awards do not count towards the salary used to calculate any retirement plan contributions. Please see the bonus or sales incentive plan rules for more detail.

7.4 Any incentives or compensation payable to you by the Company (or any Group Company) can be limited or modified if the Company (or any relevant Group Company) decides this is necessary to remain consistent with any applicable remuneration policy, or to comply with laws and regulations, including any regulations or guidance published by the SEBI (or any other regulatory authority under the applicable laws), which are in force at the relevant time. This includes the operation of malus and clawback provisions as set out in the relevant bonus or sales incentive plan rules and/or as necessary to comply with the Company's regulatory requirements.

7.5 You have no contractual right to receive a payment in respect of a bonus or incentive and the making of any payment in any year does not

give rise to any obligation on the Company to make a payment in any future year. Any and all such bonus or incentives will not be considered as "wages" for the purposes of any statutory payments that you may be entitled to receive from the Company, including without limitation, "wages" under the Payment of Wages, Act, 1936, Maternity Benefit Act, 1961, Payment of Bonus Act, 1965 or any other subsequent laws that would replace the existing applicable employment laws, any severance payments as payable under local law or discretionary Company policies, social security contributions, etc.

7.6 If on termination of your employment you lose any rights or benefits under any bonus or incentive plan, or other benefit plan operated by the Company or any Group Company you will not be entitled to any compensation for the loss of any rights under any such plans.

## **8. RETIREMENT PLAN AND OTHER BENEFITS**

8.1 The Company has identified a core set of benefits that it provides to employees, subject to local country norms and practices. These core benefits cover retirement, healthcare, life assurance, long-term disability and shift allowance. Details of these plans, if/as they apply in your country of employment, are provided in the Schedule.

8.2 We reserve the right to amend or withdraw any retirement or benefits plan or allowances and/or put in place an alternative benefit at any time. Any changes will be confirmed to you in writing.

## **9. ANNUAL LEAVE AND OTHER PAID LEAVE**

9.1 Your annual leave entitlement is set out in the Company's Time Off Policy and will be pro-rated for part years worked and for part time work. Your leave will be paid at the rate of gross Salary (excluding employer's contributions to any social security) or in line with our legal obligations if higher), and the policy relating to annual leave in force at the relevant time.

9.2 You may be entitled to public holidays in your jurisdiction, these will be paid at the rate of gross Salary (or in line with our legal obligations if higher) and the policy in force at the relevant time. The Company may require you to work on certain local public holidays to meet operational business needs, subject to the terms of any applicable policy in force at the relevant time.

9.3 You will be paid pro rata for any accrued but untaken leave entitlement. If you have taken more annual leave than your accrued entitlement when you leave, you will repay to the Company an amount equivalent to any annual leave taken in excess of your accrued entitlement, and the Company can deduct the appropriate amount from your final salary payment or any other sum which it owes you at the date of termination of your employment (the "Termination Date"). The amount of the payment in lieu (or deduction) will be calculated based on the applicable policy in force at the relevant time.

9.4 Subject to any eligibility criteria, you may also be entitled to other periods of paid leave including maternity leave, adoption leave, paternity leave, bereavement leave in accordance with the Company's policies and procedures details of which can be found on the Company intranet. These policies relating to other paid leave do not form part of your Agreement and may be amended by the Company in its absolute discretion at any time.

## **10. INSURANCES**

10.1 Membership of and benefits under any insurance scheme are subject to acceptance by the relevant insurer (where appropriate), the rules of the scheme and the terms of any applicable insurance policy are conditional on you complying with and satisfying any applicable requirements of the scheme (and where relevant, the insurer). Copies of these rules and policies and particulars of the requirements (when notified to the Company) will be provided to you on request. The Company will not have any liability to pay any benefit to you under any insurance scheme unless it receives payment of the benefit from the insurer.

10.2 The Company reserves the right to terminate its participation in any of the schemes referred to above, or to substitute other schemes, or alter the benefits available to you under any schemes without compensation. If a scheme provider (for example, an insurance company) refuses for any reason (whether under its own interpretation of the terms of the relevant insurance policy or otherwise) to provide the relevant cover or benefit(s) to you under the applicable scheme or refuses to provide cover at the normal premiums due to the state of your health, the Company will not be liable to provide equivalent benefits or to compensate you for the loss of such benefits.

## **11. INTELLECTUAL PROPERTY**

The provisions of this clause will apply except to the extent prohibited by or ineffective in law.

11.1 For the purposes of this clause:

**"Company Intellectual Property"** means Intellectual Property Rights created by you (whether jointly or alone) in the course of the employment with the Company, whether or not during working hours or using Company premises or resources and whether or not recorded in material form;

**"Intellectual Property Rights"** means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registrations, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing





anywhere in the world.

**“Invention”** means any invention, idea, discovery, development, improvement or innovation made, whether recorded in any medium or not, which you may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice; and

**“Works”** means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

11.2 You may create Inventions (alone or jointly) in the course of your employment and you have a special obligation to further the interests of the Company in relation to such Inventions. You will, promptly following their creation, disclose to the Company all such Inventions and Works embodying Company Intellectual Property.

11.3 All Company Intellectual Property and materials embodying it will automatically belong to the Company as from creation for the full term of those rights; and you hereby assign (on a perpetual, worldwide and royalty-free basis), by way of present and future assignment, any and all right, title and interest therein to the Company. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

11.4 To the extent that any Company Intellectual Property does not vest in the Company automatically pursuant to clause 11.5, you hold such property on trust for the Company and hereby grant to the Company an exclusive, royalty-free licence to use such property at its discretion until such Company Intellectual Property fully vests in the Company.

11.5 To the extent that any Inventions created by you (whether alone or jointly) at any time during the course of your employment are prohibited by or prevented in law from automatically vesting with the Company pursuant to clause 11.2, you will, immediately upon creation of such rights, grant the Company, in writing, a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company will refer the dispute to an appropriate independent arbitrator. The arbitrator's decision will be final and binding on the parties and the costs of arbitration will be borne equally by the parties.

11.6 You agree:

- to promptly disclose and deliver up to the Company all and any Works conceived, or made by you during your employment (whether or not during working hours or using Company premises or resources and whether or not recorded in material form);
- to execute all such documents, both during and after your employment, as the Company may require, to vest in the Company all right, title and interest pursuant to the Agreement at the reasonable expense of the Company;
- to provide all such information and assistance and do all such further things as the Company may require to enable it to protect, maintain and exploit the Company Intellectual Property to best advantage, at the reasonable expense of the Company, including (without limitation), at the Company's request, applying for the protection of Inventions throughout the world;
- to assist the Company in applying for the registration of any registrable Company Intellectual Property, to enable it to enforce the Company Intellectual Property against third parties and to defend claims for infringement of third-party Intellectual Property Rights at the reasonable expense of the Company;
- not to apply for the registration of any Company Intellectual Property in your country of employment or any other part of the world without the prior written consent of the Company;
- to keep confidential all Company Intellectual Property unless the Company has consented in writing to its disclosure by you; and
- to adhere to any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time).

11.7 As against the Company, its successors and assigns and any licensee of any of the foregoing, you waive all your present and future moral rights and all similar rights in other jurisdictions relating to the Company Intellectual Property.

11.8 You acknowledge that, except as provided by law, no further remuneration or compensation, other than that provided for in the Agreement, is or may become due to you in respect of your compliance with this clause.

11.9 You agree to sign, execute, or deliver any deed, document or other instrument for the purpose of giving full effect to this clause.

11.10 Rights and obligations under the Agreement will continue in force after termination of the Agreement in respect of any Company Intellectual Property.

11.11 You confirm that you will not use or disclose to the Company, or induce the Company to use any invention or work of a prior employer or any other party and you will also disclose to the Company any of your prior works and inventions (collectively, “Prior Inventions”) in order to avoid future disputes in relation to ownership. If, in the course of your relationship with the Company, you induce or suggest the incorporation of and/or incorporate into a Company product, process or machine a Prior Invention owned by you or in which you have an

interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine and you agree not to license such Prior Invention or Work to a competitor of the Company.

## 12. CONFIDENTIALITY

12.1 "**Confidential Information**" means any information relating to the business, affairs, finance, clients, customers or trade connections of the Company or any other Group Company or any of their agents, members' firms, customers or counterparties, or any prospective customers or counterparties or suppliers received or acquired by you in the course of your employment, including but not limited to:

- the business methods, processes, technical information and know-how relating to the business of the Company or any other Group Company (including prices charged, discounts given to customers or obtained from suppliers, product development, corporate strategy, marketing and advertising programmes, costings, budgets, turnover, sales targets or other financial information, inventions, designs, programmes, techniques, source code, database systems, formulae and ideas);
- business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- information on employees and the terms and conditions of their employment, details of employee benefits, incentive plans, salary scales and/or current or anticipated disputes;
- information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Group or any current or former director, officer or employee of the Group in such capacity and any information in respect of provisions for any such action;
- details and terms of the Company's or any other Group Company's agreements with current or prospective suppliers, clients, agents, investors, members and customers;
- commercially sensitive information or trade secrets;
- unpublished price sensitive information relating to shares or securities listed or dealt in on any Recognised Investment Exchange or Recognised Stock Exchange. Recognised Investment Exchange has the meaning given to it by section 285 of the Financial Services and Markets Act 2000 or means any business which is recognised by an overseas equivalent of the FCA as being substantially similar and/or equivalent. A Recognised Stock Exchange means a stock exchange which is recognised by the Indian Central Government or SEBI under Section 4 of the Securities Contracts (Regulation) Act, 1956;
- confidential details as to the design of the Company's or any other Group Company's and/or their suppliers' products and inventions or developments relating to future products;
- details of any promotions or future promotions or marketing or publicity exercises planned by the Company or any other Group Company;
- details of any budgets, management accounts, trading statements, sales reports, financial reports or business plans of the Company or any other Group Company; and
- any information which may affect the value of the Business or the shares of the Company or any other Group Company;

whether or not, in the case of documents or other written materials or any materials in electronic format, they are or were marked as confidential and whether or not in the case of other information, such information is identified or treated by the Company or any other Group Company as being confidential.

12.2 During your employment and at any time afterwards, you must not (other than in the proper performance of your role) directly or indirectly use, communicate or disclose, or authorise to be used, communicated or disclosed, to any person any trade secrets or Confidential Information. You must use your best efforts to prevent the unauthorised publication or disclosure of any such trade secret or Confidential Information. You are also required to comply with any applicable policy in force at the relevant time relating to Confidential Information during your employment and after its termination.

12.3 You can use Confidential Information which you are authorised to use by the Company or any Group Company and/or which is required by law and/or which has already entered the public domain (except as a result of any unauthorised disclosure by you or any other employee of the Company or any other Group Company) and/or which you are entitled to disclose under applicable whistle-blowing laws provided that the disclosure is made in an appropriate way to an appropriate person and/or where it is appropriate to disclose to a relevant regulatory body.

12.4 You will not make copies of any document, memoranda, correspondence (including emails), computer disk, CD-ROM, memory stick, video tape or any similar matter (including in any electronic format) or remove any such items from the premises of the Company or of any Group Company other than in the proper performance of your duties except with the prior written authority of the Company.

12.5 You will comply with the terms of any applicable policy in force at the relevant time concerning social media or engaging with the media. You will not (unless you are permitted and authorised to do so as part of your role) make or authorise any public statement (whether written or oral) to the media or on a networking site or otherwise relating to the affairs of the Company or any Group Company. Also, you



will not write any article for publication on any matter concerned with the business or other affairs of the Company or any Group Company without the prior written consent of the Company. After the termination of your employment, you will not make any adverse, untrue or misleading statement (in any medium) about the Company, any Group Company, or its/their directors or employees.

12.6 You will comply with any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time).

### **13. DATA PROTECTION**

13.1 You will comply with the Company's data protection policies and any other applicable policies, guidelines, requirements and procedures concerning data protection in force at the relevant time when handling personal data in the course of your employment, including personal data relating to any employee, officer, customer, client, contacts, advisor, supplier or agent of the Company or any Group Company.

13.2 The Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice policy or guidelines provided to you by the Company (including any HR privacy notice which is available on the intranet), as may be updated by the Company from time to time.

13.3 You consent to, acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers, payroll, travel and expenses administrators), legal and regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

### **14. OUTSIDE INTERESTS**

14.1 During your employment you will not (without the Company's prior written consent) be directly or indirectly engaged, or hold interests in, any other business activity, trade or occupation which may conflict or compete with the proper performance of your obligations and duties to the Company or any Group Company, or could otherwise be harmful to, or contrary to, the interests or reputation of the Company or any Group Company. If in doubt you should speak to your line manager, HR or Legal.

### **15. REGULATORY COMPLIANCE**

15.1 You will comply with all legal, regulatory and governance obligations, including applicable provisions of the regulatory and compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the policies, guidance and procedures which apply to you, you should speak to your line manager and/or Group Compliance.

15.2 If your role is a mandatory, registered or required regulatory role, including, but not limited to: the performance of a Senior Management Function under the Senior Management and Certification Regime ("SMCR"), the performance of a Senior Executive Function under the Senior Executive Accountability Regime ("SEAR"), a FINRA registered representative or national variations thereof, you must comply with the expected and required principles, accepted practices, codes, obligations and rules for holders of these positions. Failure to adhere to/or to comply with these may result in investigation by a regulatory body or agency and the Company, and/or the Company taking disciplinary action against you which may result in the termination of your employment.

15.3 You will be bound by and comply with:

- the Dealing in the Company Shares Policy;
- the Dealing in non-Company Shares Policy and the Conflict of Interest Policy or such other applicable policy in force at the relevant time, including, but not limited to, further requirements around additional dealing rules, restrictions or approvals specific to your area of business that the Company or any Group Company require or deem necessary;
- the provisions of the Criminal Justice Act 1993, the Financial Services and Markets Act 2000 and the European Union Market Abuse Regulation 596/2014 ("MAR") relating to insider dealing and the use of inside information relating to the Company or to any Group Company; and
- any other applicable law, requirement, recommendation or regulation applying to dealings in financial instruments of the Company or of any Group Company (including without limitation, the Securities Contracts (Regulation) Act, 1956 and the SEBI (Prohibition of Insider Trading) Regulations, 2015). You also agree to ensure that none of your connected persons (including your spouse or civil partner and any children or step-children under the age of 18) will deal in any way in any financial instruments of the Company or any Group Company except in accordance with the Dealing in the Company Shares Policy or such other applicable policy in force at the relevant time.

15.4 You consent to the Company monitoring your use of all Group resources and communication and electronic equipment and information stored on Group computer equipment. Further details are set out in the applicable policy in force at the relevant time.

### **16. EXPENSES**

16.1 There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location. Any expenses must be reasonable, pre-approved, in line with the Company's Global Travel and Expenses Policy and claimed promptly before reimbursement is made.

## **17. TERMINATION PROVISIONS**

17.1 Subject to paragraph 2 of the Detailed Terms and Conditions, the Company and you may wish to terminate your employment in accordance with the Notice paragraph set out in your Summary of Key Terms. Your resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by you without the express consent of the Company.

17.2 The Company may at its sole discretion terminate your employment with immediate effect by notifying you in writing that the Company is exercising its right under this clause 17.2. The payment in lieu of notice in respect of any unexpired period of notice will be as per applicable law. You will have no right to receive a payment in lieu of notice unless the Company has exercised its discretion under this clause 17.2. Any payment in lieu of notice will not include the value of any element in respect of any bonus or other incentive payment or award that might otherwise have been due had you worked for the Company during the notice period for which the payment in lieu is made. Further, in case you terminate your employment (i.e., resign from your services), the Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice.

17.3 The Company can terminate your employment with immediate effect and with no liability to make any further payment or compensation to you (other than for amounts accrued and due at the date of termination) if:

a. the Company reasonably believes you:

- have committed any serious or repeated breach of any of your obligations under this Agreement, including but not limited to a failure to comply with any lawful order or instruction given to you by the Company or any other Group Company, or any applicable policies, guidelines or procedures in place from at the relevant time; or
- are guilty of serious misconduct or wilful or habitual neglect in the performance of your duties or of any form of harassment, including sexual harassment while employed with the Company; or
- are guilty of conduct (including but not limited to bribery, fraud, dishonesty, theft or misappropriation or damage to Company's business or property, corruption or such other conduct) which, brings or is likely to bring you, the Company or any other Group Company into disrepute; or
- are habitually late or absent from work; or
- are habitually involved in money lending; or
- are absent without intimation for more than 8 days; or
- are in influence of illicit substances or alcohol and/or indulge in riotous or disorderly behaviour during the work hours at the establishment; or have incited an illegal strike; or
- threaten, abuse or assault any employee, consultant, trainee, customer, supplier, agent or partner of the Company; or
- preach or incite violence at the Company's premises; or
- disclose confidential information of the Company without its written consent; or
- indulge in wilful slow down of work; or
- abet or attempt to abet any of the above acts.

b. you are charged, arrested or convicted by a court of law with a criminal offence under applicable law (excluding a road traffic offence not subject to a custodial sentence); or

c. you fail to obtain any necessary approval(s), licences or qualifications or have any necessary approval(s), licences or qualifications suspended or withdrawn by any relevant regulatory body, including but not limited to the FCA, which are reasonably required by the Company for you to carry out your duties, or the Company reasonably believes that your acts or omissions will lead to such approval being suspended, denied or withdrawn; or

d. you are guilty of a breach of any requirements, recommendations, rules, codes of practice or regulations as amended from time to time by jurisdictional regulatory authorities relevant to the Company or any Group Company; or

e. you commit a material breach of any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time); or

f. you are disqualified from acting as a director of a company by order of a competent court; or

g. you are declared bankrupt or have made any arrangement with or for the benefit of your creditors or have an administration order made against you; or

h. you are considered no longer medically fit to perform your duties by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year.



17.4 Clause 17.3 will not restrict any other right the Company may have to terminate your employment without notice. Any delay by the Company in exercising its rights under clause 17.3 will not constitute a waiver of those rights.

17.5 The Company can at any time and for any reason make a written request to you to do any of the following:

- immediately deliver to the Company all equipment, books, documents, papers, computer records, computer data, credit cards, and any other property relating to the business of, or belonging to the Company or any other Group Company which is in your possession or under your control; and disclose details of any access codes, PINs or passwords used by you in the course of performing your duties for the Company or any Group Company. You must not retain copies or reproductions of any documents, papers or computer records relating to the business of, or belonging to the Company or any other Group Company;
- inform Human Resources of any information relating to the business of the Company or any Group Company stored on any computer or storage device in your possession or control held outside of any of the Group's premises, and at the request of the Company you must irretrievably delete any such information and all information derived from it;
- immediately pay to the Company or any other Group Company all outstanding loans or other amounts due or owed to the Company or any other Group Company. You confirm that if you fail to do so, the Company is authorised to deduct from any amounts due or owed to you by the Company or any other Group Company a sum equal to such amounts;
- resign from all (if any) offices or directorships held by you in the Company or any Group Company and all (if any) trusteeships held by you of any retirement plan or any trust established or subscribed to by the Company and any Group Company. You agree to sign and execute all documents and do everything necessary to give effect to such resignation.

17.6 You will not at any time after your employment terminates represent yourself as being in any way connected with the Company or any Group Company. The termination of your employment will not affect any terms of the Agreement which operate after the Termination Date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

## 18. SUSPENSION AND GARDEN LEAVE

18.1 The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including during a period of notice terminating your employment) and, whether or not it is in connection with a disciplinary investigation.

18.2 Where notice of termination has been served by either you or the Company or if you attempt to terminate your employment in breach of contract, the Company can require you to go on "Garden Leave". This means you will not be required to perform any duties or services, or only to provide specified services or duties, for the whole or any part of your relevant notice period. During any period of Garden Leave you will remain an employee of the Company and will continue to be bound by duties of good faith and fidelity to the Company as well as by the terms of the Agreement, which will remain in full force and effect except as varied by this clause. You will continue to receive your Salary and all contractual benefits in the usual way during any Garden Leave period. The Company can also require you during any Garden Leave period:

- not to attend any of the premises of the Company or any other Group Company or to perform your services at such place or places as the Company may decide at its discretion; and/or
- not to contact or deal with any customers, prospective customers, agents, suppliers, consultants, employees, member firms or other business contacts of the Company or any other Group Company without the Company's prior written consent; and/or
- to keep the Company informed of your whereabouts (except during any periods taken as annual leave) so that you can be called upon to perform any duties as required by the Company including assisting in any handover of your role to another individual; and/or
- not to commence any other employment or engagement (whether directly or indirectly); and/or
- to take any accrued holiday including holiday which will accrue during the period of Garden Leave.

## 19. POST TERMINATION RESTRICTIONS

19.1 You will comply with the restrictions in this clause, which are by their very nature detailed, for the purpose of protecting the legitimate business interests of the Company and each Group Company and, in particular, their Confidential Information, trade connections, goodwill and stable trained workforce.

19.2 You agree with the Company that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, company or other entity:

- For the Restricted Period (as set out in your Summary of Key Terms), approach, solicit or endeavour to entice away any person, firm, company or other entity who is or was a customer, client or supplier of the Company or any Group Company and with whom you had material dealings in the course of your employment with the Company, or in respect of whom you were aware of material and confidential information, in either case within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business; and



- For the Restricted Period (as set out in your Summary of Key Terms), deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or any Group Company and with whom you had material dealings in the course of your employment with the Company, or in respect of whom you were aware of material and confidential information, in either case within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business;
- For the Restricted Period (as set out in your Summary of Key Terms), approach, solicit or endeavour to entice away any person, firm or company with whom either you or any other employee of the Company or any Group Company for whom you had, at the date of the negotiations, management responsibility, carried out negotiations on behalf of the Company or any Group Company at any time during the period of six months immediately prior to the Termination Date with a view to such person, firm or company becoming a customer of the Company or of any Group Company. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business; and
- For the Restricted Period (as set out in your Summary of Key Terms), deal with any person, firm or company with whom either you or any other employee of the Company or any Group Company for whom you had, at the date of the negotiations, management responsibility, carried out negotiations on behalf of the Company or any Group Company at any time during the period of six months immediately prior to the Termination Date with a view to such person, firm or company becoming a customer of the Company or of any Group Company. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business;
- For the Restricted Period (as set out in your Summary of Key Terms), solicit or entice away or attempt to solicit or entice away or engage, or otherwise facilitate employment or engagement of any director, officer or employee of executive status with whom you had material dealings within the 12-month period prior to the Termination Date. For the purpose of this paragraph, "executive status" means Group Executive, Managing Director, Director, Manager or anything else which replaces these grades and any employees with a lower corporate grade where they have had line manager responsibilities or have been engaged in work or projects, which in the Company's reasonable opinion are key to its business.

19.3 Each of the restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances as at the date of this Agreement. The restrictions may be modified as necessary to make them valid and effective on any changing pattern of work. Any such modification will not affect the validity of any other restriction set out in this clause will be construed as separate and individual restrictions.

You and the Company agree that:

- you will, at the Company's request and expense, enter into a separate agreement with any other Group Company that the Company may require, under the terms of which you will agree to be bound by restrictions corresponding to those contained in clauses 12 and 19 (or such as may be appropriate in the circumstances);
- the period during which the restrictions referred to in this clause will apply following the Termination Date will be reduced by the amount of any time which you spend on Garden Leave during which you are not performing any duties or services as may be requested under clause 19.2; and
- the covenants contained in this clause are intended to be severable and if any of them are in any way unenforceable, the enforceability of the other sub-paragraphs will not be affected. If any of the restrictions contained in this clause will be adjudged to be void or ineffective for whatever reason but would be adjudged valid and effective if it or another restriction were deleted in whole or in part, then such restriction will apply with such deletions as may be necessary to make it valid and effective.

## 20. THIRD PARTY RIGHTS

20.1 No person other than the parties to the Agreement and any Group Company shall have any rights under it and it will not be enforceable by any person other than those parties.

20.2 The Company may enforce any term of the Agreement as agent and trustee for any other Group Company. All losses and other liability incurred or suffered by any other Group Company under or as a consequence of the Agreement shall be deemed to be the losses and liability of the Company for the purpose of this clause.

## 21. GENERAL

21.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by, and will be construed in accordance with the relevant local laws. Each party irrevocably agrees to submit to the exclusive jurisdiction of the local Indian court having jurisdiction in the State where the employee was last posted or deployed over any claims or matters arising under or in connection with the Agreement.

21.2 Where the Company retains a discretion under the Agreement such discretion cannot be limited or restricted in any way, other than by prior written agreement between you and an authorised member of the Company's Human Resources team.

21.3 The Agreement constitutes the entire agreement between you and the Company and supersedes any previous agreement between you and the Company or any Group Company relating to such matters.

21.4 You and the Company acknowledge and agree that in entering into the Agreement, the Company and you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in the Agreement. The only remedy available to either party in respect of any such statement, representation, warranty or understanding will be for breach of contract under the terms of the Agreement. Nothing in this clause 21 will exclude any liability for fraud.

## **22. CONDUCT AND COMPLAINTS**

22.1 If you want to raise a complaint, please refer to the non-contractual local policy which can be found on the intranet, and which explains how and to whom your complaint should be raised.

22.2 The non-contractual disciplinary or conduct policy in force at the relevant time is available on the intranet. This procedure sets out the details of who an appeal should be made to, if you wish to appeal a disciplinary or conduct decision.

## **23. POLICIES, PROCEDURES AND PRACTICES**

23.1 During your employment with the Company (and where applicable after your employment has terminated), you must familiarise yourself with and comply with all our applicable policies, procedures and guidelines in force, both on joining and throughout your employment. These can be found on the Company's intranet.

23.2 Unless otherwise stated, these policies, guidelines and procedures do not form part of your Agreement.

## **24. NOTICES**

24.1 A notice under this Agreement shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party, and notices may be sent to the relevant party by email.

24.2 Any such notice shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the address or given to the addressee;
- in the case of pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second business day after posting or at the time recorded by the delivery service;
- in the case of email, at the time of transmission.

24.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- all references to time are to local time in the place of deemed receipt; and
- if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 a.m. on the next business day.

24.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

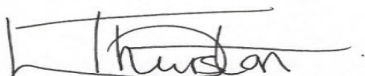
## **25. ACCEPTANCE**

This Agreement (comprising your Summary of Key Terms, Detailed Terms and Conditions and applicable Schedules), set out the entire Agreement between you and the Company.

Please sign and return a copy of this Agreement to HR, via Workday following the DocuSign e-sign steps, no later than 2 days from receiving the Agreement to accept.

In accepting and signing the Agreement, you confirm that all the information you have provided to the Company in connection with this offer is true and not misleading, and you agree to notify the Company promptly of any change in that information.

Sincerely,



**Laura Thurston**

**Head of Talent Acquisition**

On behalf of the company

I Gagan Chaurasiya accept the terms of the Agreement with Refinitiv India Shared Services Private Limited and confirm receipt of the enclosed documents.

Offer Accepted Signature:

Offer Accepted Printed Name:

Date: