

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



Letter of Appointment

7 Apr, 2021

We, **First Data Development Private**, located at **Unit 74, 7th Floor, Kalpataru Square, Off Andheri Kurla Road, Next to Hotel VITS, Andheri East, Mumbai 400059**, (hereinafter referred to as the "Company"), a subsidiary of Fiserv, Inc. ("Fiserv"), enter into this letter of appointment with **Paplesh Gour, Bhopal** for the position of **Professional, Software Development Engineering** of the Company, subject to and on the terms and conditions set forth in this letter ("Agreement"):

1. The aforesaid appointment shall commence from **7 Jun, 2021** and shall continue from said date unless terminated as provided herein. While you are working within the Fiserv worldwide group, please remember that your legal employment relationship is solely with the Company. You do not have a labour or employment relationship with Fiserv. You shall initially report to **Vadivelan Sivanantham, Director, Information Technology**.
2. Your appointment shall be initially for a **probationary period of six months** commencing on the first day of your active employment. Depending upon your performance during the probationary period you may thereafter be confirmed or not, as the case may be, at the sole discretion of the Company. You shall be deemed as confirmed after completion of the above mentioned period, unless an authorised executive of the Company has communicated to you in writing the extension of your probationary period.
3. You shall, during the continuance of this Agreement, faithfully and diligently serve the Company and shall exert your full and best efforts to carry out all your assigned duties and responsibilities in accordance with the Company's expectations and requirements.
4. You understand and agree that the Company may change your post, reporting relationships, and title over time and that the Company may see fit, in its sole discretion, to amend your duties and responsibilities, or to move you into any other position within the Company or within any other company or entity in the group to which the Company belongs, and you understand and agree that any such change in post, title, duties, responsibilities, or employing entity shall not itself constitute a retrenchment or termination of your employment nor entitle you to severance, termination, or retrenchment benefits.
5. You shall be informed of the duties and responsibilities attached to any position to which the Company moves you at the appropriate time. You shall not, without the written consent of the Company, be employed with or be financially interested, directly or indirectly, in any other business or any business competing with the one carried on by the Company, Fiserv, or any of their affiliates or subsidiaries except that you may render, outside India, consultancy, advisory or other services to Fiserv, or any of their affiliates or subsidiaries. You shall not pledge the credit of the Company and/or make any representation on behalf of the Company, unless you are specifically authorized in that behalf by the Company.


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



6. You further understand and agree that the Company may conduct background checks every 3 years, or on an ad hoc basis more frequently, subject only to restrictions in local law. If the initial or subsequent background checks reveal any information that would disqualify you from employment with the Company in the role for which you are employed, or that any information you provided was false, misleading or incomplete, you understand and agree that the Company may withdraw its offer or terminate your employment without notice or penalty.

7. Your normal place of employment shall be located in **Pune - Trion Business Park**. The Company shall, however, be free to transfer you to any other location within India. In addition, you understand and agree that you shall travel in India and abroad whenever required in the interests of the Company.

8. **Working Hours:** Your normal hours of work will be **45 hours per week**. However, due to the nature of the Company's business and your own responsibilities, you may be required to work in excess of these normal hours from time to time. When not required under the law, you will not be entitled to any overtime payment or any other form of remuneration or compensation not expressly set out herein, in such circumstances. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

9. Subject to the due performance of the duties and obligations on your part as herein specified, the Company shall during the continuance of this Agreement, pay you the following remuneration, allowances and benefits:

(a) **Base Salary: INR 1,300,000.00 gross per annum**, paid in accordance with the Company's normal payroll practices in India and net of any required or authorized deductions and withholdings in accordance with applicable law for the time being in force. Your base salary is inclusive of basic salary and all allowances detailed below. The structure and delivery of your base pay may be amended by the Company at its absolute discretion.


i. **Basic Salary: INR 520,000.00 gross per annum** (Basic Salary is equal to 40% of your base salary), paid in accordance with the Company's normal payroll practices in India and net of any required or authorized deductions and withholdings in accordance with applicable law for the time being in force. Your basic salary does not include those allowances described below.

Allowances:

- **House Rental Allowance: INR 260,000.00 per annum** (HRA is equal to 50% of basic salary).
- **Special Allowance: INR 520,000.00 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.

(b) **Employee 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 ("EPFS") 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. The benefit of Provident Fund is extended under the Employees Provident Fund Scheme. The rate of contribution is in accordance with PF guidelines.

(c) **Employee Benefits:** You will be eligible to participate in the Company's employee benefits program under the


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



terms and conditions applicable to similarly situated employees at your location, which will be described to you in detail. Further information about these benefit plans is set out in the plan summaries, which you may access in the Company's Corporation Intranet or may obtain from the regional Human Resources office, and which it shall be your duty to know and understand. These benefits may be changed from time to time in accordance with applicable laws for the time being in force and in the Company's discretion.

(d) **Leave Entitlements:** You shall be entitled to leave as per Absence Policy-India which is published on the company's intranet portal. Please refer to the same for details and which may be subject to change based upon organisation decision.

(e) **Gratuity:** Once you have completed five years of continuous service with the Company you are eligible to receive a lump sum benefit upon termination not for cause in accordance with the Payment of Gratuity Act or any applicable subsequent legislation made there under or amended from time to time.

10. You shall not be entitled to any payment, remuneration, compensation; benefit or perquisite other than required by law or expressly provided for herein and all payments are subject to the applicable laws and rules relating to the deduction of taxes as existing from time to time.

11. Noncompetition

11.1 Exclusivity


During the term of employment under this Agreement, you may not operate an independent commercial business or trade for your own or another's benefit in, or in competition with, the Company or Fiserv's lines of business. You further agree that you will not engage, for compensation, in any activity other than your activity for the Company that is the subject of this Agreement, even if such activity is not in competition with the Company or Fiserv, without the prior written permission of the Company's. Nor shall you, without the prior written permission of the Company engage in any activity which is uncompensated and not performed for the purpose of earning money, if such activity might interfere with the interests of the Company or Fiserv or impair your performance of your duties and responsibilities to the Company or Fiserv.

12. Confidentiality

(a) You agree that (1) the Company is engaged in a highly competitive business and has expended, and continues to expend, significant money, skill, and time to develop and maintain valuable customer relationships, trade secrets, and confidential and proprietary information, and (2) your work for the Company will continue to bring you into close contact with many of the Company's customers, Trade Secrets, Confidential Information and Third Party Information (as defined below), the disclosure of which would cause the Company significant and irreparable harm. You recognize that any unauthorized disclosure of Third Party Information could breach non-disclosure obligations or violate applicable laws or Company policy. You further agree that the covenants in this Agreement are reasonable and necessary to protect the Company's legitimate business interests in its customer relationships, Trade Secrets, Confidential Information, and Third Party Information.

(b) You agree that:

i. you will take the necessary measures to keep all such information strictly confidential, with the exception of


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



information which is already in the public domain.

ii. for so long as the pertinent information or documentation remains a Trade Secret, you will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any Company Trade Secrets.

iii. during employment and for a period of five (5) years after the cessation of employment with the Company, you will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any Company Confidential Information. The obligations set forth herein shall not apply to any Trade Secrets or Confidential Information which shall have become generally known to competitors of the Company through no act or omission by you.

iv. for so long as the pertinent information or documentation is subject to protection under Company nondisclosure obligations, policy or applicable law, but in any event not less than five (5) years, you will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any Third Party Information.

(c) Company "Trade Secrets" includes but is not limited to the following:

i. any data or information that is competitively sensitive or commercially valuable, and not generally known to the public, including, but not limited to, products planning information, marketing strategies, marketing results, forecasts or strategies, plans, finance, operations, reports, data, customer relationships, customer profiles, customer lists, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of the Company, its customers, clients, and suppliers;

ii. any scientific or technical information, design, process, procedure, formula, or improvement, computer software, object code, source code, specifications, inventions, systems information, whether or not patentable or copyrightable.

(d) Company "Confidential Information" means any data or information and documentation, other than Trade Secrets, which is valuable to the Company and not generally known to the public, including but not limited to:

i. Financial information, including but not limited to earnings, assets, debts, prices, fee structures, volumes of purchases or sales, or other financial data, whether relating to the Company generally, or to particular products, services, geographic areas, or time periods; and

ii. Supply and service information, including but not limited to information concerning the goods and services utilized or purchased by the Company, the names and addresses of suppliers, terms of supplier service contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of suppliers or use of particular suppliers, though generally known or available, yields advantages to the Company the details of which are not generally known.


(e) "Third Party Information" means any data or information of the Company's customers, suppliers, consumers or employees that the Company is prohibited by law, contract or Company policy from disclosing. By way of example such information includes but is not limited to:

i. Product specifications, marketing strategies, pricing, sales volumes, discounts;

ii. Nonpublic personal information regarding consumers, including but not limited to names, addresses, credit card numbers, financial transactions, and account balances;

iii. Personnel information, including but not limited to employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, terminations or reasons therefore, training methods, performance skills, qualifications, and abilities, or other employee information; and

iv. Customer information, which is not protected by a separate confidentiality agreement, including but not limited to any compilations of past, existing or prospective customers, agreements between customers and the Company,


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



status of customer accounts or credit, the identity of customer representatives responsible for entering into contracts with the Company, specific customer needs and requirements, or related information about actual or prospective customers or other nonpublic consumer information.

13. Non-Solicitation of Customers

Throughout the duration of your employment contract and for a period of **12 months** following termination thereof, you hereby undertake not to canvass, deal with, solicit or endeavour to entice from the Company any person who or which at any time during your employment or at the date of termination of this Agreement was or is a client or customer of the Company or Group Company and with whom you had material business contact or material business dealings on behalf of the Company and/or any Group Company during the 12 months immediately preceding the date of termination of your employment, or for whom you were directly responsible in a client management capacity on behalf of the Company and/or any Group Company during the **12 months** immediately preceding the date of termination of your employment.

14. Non-Solicitation of Employees

Throughout the duration of your employment contract and for a period of **12 months** following termination thereof, you hereby undertake not to employ directly or to solicit collaboration for your own benefit or that of a third party, employees of the Company or of any company in the Company's Group and not to perform, in any form whatsoever, any action of a nature that may result in the solicitation of such employees.

15. Policies

You agree to comply with the Company's and Fiserv's rules and policies which you acknowledge you have been granted access and shall be your duty to know and understand, including but not limited to Code of Conduct and Employee Privacy Policies, as such may be amended or updated from time to time. You also agree to perform all aspects of your job in accordance with law, to strictly follow all workplace safety rules, to protect the property of the Company, to maintain the highest standards of personal and professional ethics, to actively participate in training arranged by the Company, and to continue to develop and improve your professional skills.

It is a condition of initial and continuing employment that you are not identified as a "Specially Designated National" on any list published by the United States Office of Foreign Assets Control or identified as such an individual, however, designated, on any similar list published by any national or international body, including but not limited to the United Nations, the European Union, and the country of your employment. In the event initial or periodic review by Fiserv or the Company indicates that you are so identified, your employment will be immediately terminated upon notice and without compensation.

16. Use of Software/Tools

If you have access to documents, correspondence, software, software package and materials, either handwritten or computerized, or more generally all means of communication, in particular Internet or Intranet, you agree to use such tools for professional purposes only and not to take copies or reproduce such tools for your personal use or for any other use. You shall take care of these tools and must inform the Company or Fiserv in case of any deterioration, loss or theft, and will comply with the Company and Fiserv's rules relating to the installation and use of such tools as applicable within the Company.

17. Intellectual Property Rights

(a) You acknowledge that copyright and all other intellectual and proprietary rights in any documents and other materials produced by you during the course of this Appointment or your performance of duties (whether or not


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



produced during working hours), including without limitation your inventions, creations, work products or whatever forms of objects that may be protected under the Copyright Law, Patent Law, Trademark Law, Trade Secret Law or other laws of the relevant jurisdiction ("Products") shall vest in and be owned by the Company.

(b) You further agree that you will do all things necessary (at the Company's request and expense) including executing necessary documentation, to perfect such vesting and ownership of such rights by the Company both during and after the period of this Agreement.

(c) You ensure that such documents and other materials produced by you will be original and will not infringe the rights of any third party.

18. Termination

(a) During your probationary period referred to in Clause 2 above, either party may terminate your employment by providing the other party with **30 days'** written notice.

(b) After the probationary period, either party may terminate this Agreement at any time and for any reason other than stated herein by giving **90 days'** written notice.

(c) The Company may, at its absolute discretion, pay your base salary in lieu of part or all of the notice period and bring your employment to an end immediately.

(d) Upon receiving your written notice, the Company may, at its absolute discretion, allow you to make payment of your base salary to the Company in lieu of working part or all of your notice period and bring your employment to an end immediately. In addition to this you will also need to pay the applicable taxes (Local Taxes/GST etc.) on the gross amount recoverable from you. The Company shall further have absolute discretion to waive all or part of your contractual notice period without payment by the Company being made to you.

19. Enforcement and Remedies

In the event of any breach by you of the terms of this Letter of Appointment, including but not limited to provisions regarding Noncompetition, Exclusivity, Confidentiality, Non-Solicitation, Policies, Use of Software/Tools, and Intellectual Property, the Company reserves all rights to pursue any and all remedies in law or equity including but not limited to injunctive relief, restitution, monetary damages, reimbursement of attorneys fee and legal costs, and lodging of criminal charges.

20. Electronic Signatures


I understand and explicitly agree:

(a) Certain employment related documents, trainings, certifications, consent forms and Fiserv and Company policies, rules and procedures ("Concerned Documents") may be made available by the Company and/or Fiserv to its employees from time to time via the HR On-Boarding website, the Company and/or Fiserv's learning management systems, or other Company systems ("Systems");

(b) The Concerned Documents can be effectively consented to or refused by me via the Systems; and

(c) My electronic signature in the applicable System carries the same legal effect and enforceability as my handwritten signature.

21. This Agreement shall not be varied, amended or altered except by an instrument in writing signed by you and an authorized executive of the Company.


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301

First Data Development Pvt Ltd.
Eon Free Zone
Ground Floor and 1st Floor,
Wing 2 Cluster A, Plot no. 1, S. No.77,
TMIDC Kharadi Knowledge Park,
Pune- 411014, India.
www.fiserv.com
CIN # U72900MH2013PTC319336



22. In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part by reason of the area, duration or type or scope of service covered by the said covenant then the said covenant shall be given effect to in the reduced form as may be decided by any court of competent jurisdiction.

23. The expiration or termination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.

24. This Agreement shall be governed and construed in accordance with the laws of India.

25. Any notice required herein to be given by the Company shall be sufficient if signed by a Director or other authorized person and served at the address to which this letter is addressed, unless a different address shall have been furnished in writing by you prior thereto.

If the above terms, and each of them, are acceptable to you, kindly return one of the enclosed copies duly signed in the space provided. We hope your association with the Company will be a long, happy and mutually beneficial one.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal on the day and date first hereinabove written.


Drawn up in 2 master copies in 7 Apr, 2021.

For and on behalf of **First Data Development Private**

Mamta Sharma
VP of Human Resources

Appointment on the above terms is accepted

Paplesh Gour


Mamta Sharma, VP of Human Resources

Registered Office: First Data India Pvt Ltd.
Kalpataru Square, Unit 74,
7th Floor, Off Andheri Kurla Road,
Next to VITS Hotel, Kondivita Lane,
Andheri (East), Mumbai- 400059,
+91 22 3359 3301