



Private and Confidential

February 11, 2025

Pavan Gunturi
1510, Piramal Revanta
Mulund West
Mumbai 400080

Dear Pavan,

Thank you for your interest in Vialto Partners (the "Company") and the time you have spent assessing your career opportunities with us. We are delighted to extend to you this formal offer of employment to join the Company.

We very much hope you will accept our offer of employment and look forward to having you join the Company. You should not hesitate to contact us if you have any queries or require further information before making your decision.

If you wish to accept this offer, please follow the instructions in your Candidate Home by February 14, 2025.

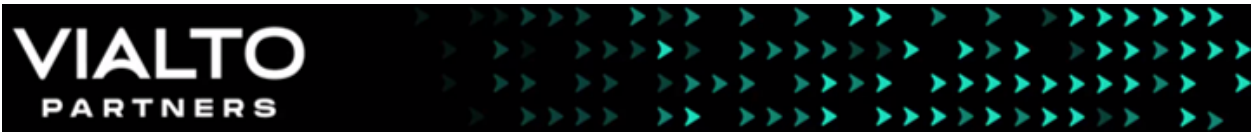
Unless withdrawn earlier by the Company, this offer will remain valid until February 14, 2025.

We have exciting growth plans and are working with our talented team to meet the developing needs of our global clients. We very much look forward to you being a part of our journey.

Very truly yours,

A handwritten signature in black ink that reads "Tecla Palli-Sandler". The signature is fluid and cursive, with the first name "Tecla" being more prominent.

Tecla Palli-Sandler
Chief People Officer
On behalf of Galaxy India Opco Private Limited



EMPLOYMENT AGREEMENT

Contracting Parties

This agreement ("Agreement") is entered into between Galaxy India Opco Private Limited located at 709-710, Ansal Chamber II Bhikaji Cama Place New Delhi South Delhi DL 110066 ("Vialto Partners", the "Company", "we" or "our") and Pavan Gunturi (the "Employee" or "you") residing at 1510, Piramal Revanta, Mulund West, Mumbai, 400080.

Position and Level

The Employee will be employed in the position of Software Engineer at the Senior Associate level. The Employee might be assigned to perform other duties and responsibilities by the Company from time to time which are within the Employee's skills, experience, and expertise.

Duties

During the employment you shall:

1. devote the whole of your working time, attention, and abilities to the business of the Company and any other Group Company for which you are required to work from time to time;
2. faithfully and diligently exercise such powers and perform such duties for each Group Company as may from time to time be assigned by the Company;
3. comply with all reasonable and lawful directions given by the Company;
4. report your own wrongdoing and any wrongdoing or proposed or potential wrongdoing of any other employee, officer, or consultant of any Group Company to the Company immediately on becoming aware of it;
5. use your utmost endeavors to promote, protect, develop and extend the business of each Group Company; and
6. at all times conduct the business of each Group Company for which you are responsible in a lawful and ethical manner.

You shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

Employment Type

The employment will be full-time.

Commencement; Term

The employment will commence on March 03, 2025 and will continue until terminated in accordance with the termination provisions of this Agreement and applicable law.

Probationary Period



The first 6 months of your employment shall be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored.

We may, at our discretion, extend the probationary period for up to a further three (3) months. If you are absent from work due to incapacity during your probationary period for a period which exceeds one (1) week, your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

During the probation period, either the Company or you may terminate your employment by giving a month's notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

Date of Birth

The date of birth declared by you is September 08, 1996. You will be bound by such declared date of birth in all service matters with the Company, including your retirement age. Though at this time the Company has accepted this as your date of birth on the basis of your statement and the documents you have provided, the Company may at any time call upon you to furnish additional proof thereof as deemed appropriate.

Assigned Location

Your assigned location shall be Hyderabad, but you may be required to travel to and work at different Company and client locations both domestically and internationally to meet the needs of the business from time to time.

Work Arrangement

Your work arrangement shall be hybrid (remote and in office) but may be changed to an office location within a reasonable commuting distance (as determined by the Company) upon reasonable notice based on the needs of the business. You shall be required to report to the assigned office a minimum of 3 days per week.

When working remotely, your place of employment shall continue to be Hyderabad for all labor and employment compliance purposes.

Hours of Work

You are expected to work such hours as are required for the proper and efficient performance of your duties including the regular business hours for your assigned location. Further details regarding work hours and any break(s) are provided in your local Human Resources policies posted on the Vialto Partners Intranet Site and, where applicable, local Terms and Conditions of Employment or Manuals. The Company reserves the right to change the Employee's normal working hours, in accordance with business needs and local legal requirements.

Compensation

- **Gross Annual Salary**

You will be paid an all-inclusive gross annual salary on a cost-to-company (CTC) basis of ₹22,00,000.00 per annum, subject to statutory contributions and deductions. A detailed breakdown of your salary has been provided below.

Components	Monthly	Per Annum
Basic	₹73333.00	₹8,80,000.00
House Rent Allowance	₹36,667.00	₹4,40,000.00
Provident Fund (Employer's Contribution)*	₹8,800.00	₹1,05,600.00
Total	₹118,800.00	₹14,25,600.00
Employer's Contribution to National Pension Scheme & Reimbursable Flexible Benefits (RFB)**		₹7,74,400.00
Total Base Pay (Annual Compensation)		₹22,00,000.00

* In addition, 12% of Basic salary will be deducted as an employee's contribution to the Provident Fund.

** If you are eligible for Reimbursable Flexible Benefits (RFB) and have opted for National Pension Scheme (NPS), the Company will contribute 10% of your Basic salary as its contribution towards NPS. In case you feel that the Company should not contribute/contribute at a lesser rate, please update the NPS and RFB forms. The lesser contribution to NPS will move towards RFB.

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

- **Mechanics**

Your salary will be paid to you on a monthly basis in arrears. All payments received by you pursuant to your employment will be subject to statutory contributions and deductions pursuant to applicable law, including but not limited to tax deductions at source. The Company shall withhold from any amounts payable such taxes as may be required to be withheld pursuant to any applicable law or regulation. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest / penalty thereon. You shall be solely responsible for all personal and other taxes, as relevant, including the preparation and filing of such tax returns with the appropriate authorities.

- **Statutory Deductions**

Your compensation will be subject to deductions required by law including but not limited to tax and social security contributions.

- **Right to Offset**

The Company may deduct from your salary or any other sums payable to you any money owed to any Group Company by you. You will reimburse the Company upon demand for the personal use of any Company credit card, any other unauthorized transactions entered into by you, or any overpayments made to you.

- **Annual Cash Bonus Plan**

During your employment, you will be eligible to participate in our annual cash bonus plan on such terms and payable at such times and in such amounts as determined by the Company. Any bonus payment to you shall be purely discretionary and shall not form part of your contractual remuneration under this Agreement.

If we make a bonus payment to you in respect of a particular financial year of the Company, we shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Company.

Notwithstanding the foregoing, unless prohibited by applicable law, you shall in any event have no right to a bonus or any pro rata portion of it if your employment terminates for any reason, you are under notice of termination (whether given by you or by us), are on a leave of absence, or are otherwise not actively employed on the applicable bonus payment date.

You shall not be eligible to be considered for any bonus nor shall any bonus be paid if you (or any matter for which you are directly or indirectly responsible) is subject to any disciplinary action or investigation (whether internal or external) at the date any bonus is being considered and/or at the bonus payment date (as applicable) although the Company may reconsider the matter upon the conclusion of the disciplinary action or investigation in question.

In order to be eligible for a bonus payment in a particular financial year, you must have commenced employment on or before March 31 of such financial year. If you commence employment on or after July 1, any bonus payment for your first fiscal year will be prorated accordingly for the time you have worked.

The Company may suspend, alter or discontinue any bonus payment(s) or any bonus plan and its eligibility requirements at any time, and without prior notice (whether generally or in relation to the Employee only) at its sole and absolute discretion.

- **Signing Bonus**

The Employee will be paid a one-time signing bonus in the amount of ₹3,00,000.00 as soon as practicable following the first day on which the Employee provides services to the Company. If the Employee resigns or is terminated in accordance with applicable law within twelve (12) months after the first day on which the Employee provided services to the Company, the Employee agrees to repay the full amount of the signing bonus within thirty (30) days following the termination date. The Employee also agrees that the Company may deduct this repayment amount from any amounts owed to the Employee on termination, unless prohibited by applicable law.

Benefits



If eligible, the Employee may be invited to participate in the comprehensive health and welfare benefits program offered by the Company. The Employee will receive further details regarding these benefits separately.

Your participation in the benefit plans referred to in this clause are subject to: the terms of that benefit plan, as amended from time to time; the rules or the insurance policy of the relevant benefit provider, as amended from time to time; and you satisfying the normal underwriting requirements of the relevant benefits provider (which may involve a medical and/or a medical questionnaire) and the premium being at a rate which the Company considers reasonable.

The Company's obligation under this clause is limited to paying premiums to the relevant benefits provider. If the benefit provider refuses to accept a claim under the relevant benefit plan the Company shall have no obligation or responsibility to challenge that decision or to compensate you.

The Company reserves the right to discontinue, vary or amend each benefit plan (including the level of cover) at any time on reasonable notice.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time. All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017. For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery. Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

Retirement

The retirement age from the services of the Company is 60 years.

Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards the Provident Fund which would be administered through your pay slip.

Annual Leave (Vacation) and Statutory Holidays

The Company will provide Annual Leave (or where applicable, Vacation Days) and Statutory Holidays in compliance with your local Human Resources Policy posted on the Vialto Partners Intranet Site and, where applicable, local Terms and Conditions of Employment or Manuals. For further information, please refer to the local annual leave (or where applicable, vacation) policy. Annual Leave is to be taken at times convenient to the Company and authorized in advance in accordance with the Company's usual processes.

If on termination you have taken in excess of your accrued Annual Leave entitlement, the Company shall be entitled to recover from you by way of deduction from any payments due to you or otherwise, one day's pay for each excess day.

You may be eligible for other paid leave, in accordance with the Company's current policies and local law, as amended from time to time, provided that you comply with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. Copies of the Company's policies (which do not form part of the employee's terms and conditions of employment) are posted on the Vialto Partners Intranet Site.

Travel and Expense

The Company will reimburse the Employee for all reasonable expenses previously approved and properly incurred by the Employee in the performance of the Employee's duties or on behalf of the Company. Such reimbursement will be made by the Company upon Employee's submission of proof and receipts of the expenses, accompanied by an accurate and complete expense report that has descriptions and justifications for these expenses in accordance with the Company's Global Travel and Expense Policy. Failure to comply with the business expense reimbursement procedure may result in delays in reimbursement and subject the Employee to disciplinary measures.

Health and Safety

In performing the employment, the Employee will take reasonable care of their own safety, will not cause any harm to others in the workplace, will comply with all reasonable and lawful directions in relation to health and safety, will participate in processes for the improvement of health and safety in the workplace, and will bring to the Company's attention any matters they view as a hazard or potential hazard or a risk. The Employee agrees that where required, they will observe all safety precautions and procedures.

Termination

- **Notice Period**

The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as given below or a salary payment in lieu of that notice. The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period. For further details please refer to the Human Capital Policy.

The notice period for termination of employment by either side for the various levels shall be as specified in Human Capital Policy of the Company. As per the aforesaid policy, the current notice period for the various levels is set out below. However, the period that is prescribed on the date of giving notice shall apply.

- Specialist and Administrative – sixty days
- Associates and above - ninety days

- **Termination without Notice**

The Company has a Disciplinary Policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are: (i) misconduct (ii) repeated misconduct (iii) breach of instructions by an employee (iv)

failure to safeguard the assets of the Company (v) activities which bring the Company into disrepute (vi) sexual harassment (vii) any furnished declaration is false (viii) the employee is found to have willfully suppressed any material information (ix) criminal conviction by court of law / conviction by respective Institute, wherever applicable (x) failure to adhere to HC Policy, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (xi) where situations warrants action outside this Policy.

In the event that the Company exercises this right, it may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment without giving notice or a salary payment in lieu of that notice. Such an order may or may not be preceded by an enquiry. If so, you may not be allowed to retire or resign during the period that such enquiry is under contemplation or in progress. For further details please refer to the Human Capital Policy.

- **Exit Formalities**

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

You will be required to return to the Company, all documents, including copies thereof and property including but not limited to corporate credit card , internet data card and comply with Company car and leased accommodation terms, where applicable, before your last working day in order to obtain release. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's documents with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide an undertaking to the Company that you have not retained any data/ confidential information relating to the Company and/ or our clients and that you will be personally liable to the Company and/ or our clients in the event that it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether or not any such data/ confidential information is later disclosed by you.

Confidentiality

Information, documents, and materials relating to the Company and its parents, affiliates, subsidiaries, subcontractors, agents, clients, vendors, licensors, or suppliers ("Confidential Information") must be treated as confidential and proprietary and may only be used, distributed, disclosed or accessed by you for authorized business purposes related to your employment duties with the Company.

You have an obligation to maintain Confidential Information in strict confidence and to protect and safeguard Confidential Information from unauthorized use, distribution, and disclosure.

By way of example, Confidential Information may include but is not limited to (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory and whether or not such information is marked confidential) trade secrets; inventions (whether or not patentable); professional and technical manuals;



business forms and processes; computer systems (including hardware, software, databases and information technology systems); client service or other methodologies; sales and related forecasts; marketing and business development plans and strategies; client and prospective client files, lists and materials, and all other information related to clients or prospective clients; research materials; work product and deliverables; and project notes and plans .

Information shall not be deemed Confidential Information if it is or becomes available in the public domain other than as a result of an unauthorized use, disclosure or action by you, at your direction or on your behalf, or by any other person who directly or indirectly receives such information from you.

Because Confidential Information is extremely valuable and may be subject to laws restricting disclosure or other obligations of confidentiality, the Company takes measures to maintain its confidentiality and guard its secrecy.

When you leave the Company, you agree not to use, distribute, disclose, or access Confidential Information or to take or keep, or provide to any third party, any Confidential Information, irrespective of format, and you agree to return all Confidential Information to the Company before your departure. The restrictions and obligations in this section apply regardless of whether you created, participated in creating, were in possession of, or had access to, information, documents or materials constituting, summarizing, utilizing, containing, or otherwise referencing Confidential Information. If you are ever asked to disclose any Confidential Information, whether pursuant to law, statute, rule or regulation (including any subpoena or similar form of process), or by professional standards or guidelines, or otherwise, the Company requests that you contact Vialto Partners' Chief Legal Officer, unless prohibited by law. These confidentiality restrictions are permanent and do not terminate, lapse, expire or otherwise cease upon your departure from the Company.

Notwithstanding anything to the contrary contained in this Agreement, you may, without informing or obtaining prior authorization of the Company: (i) disclose trade secrets in confidence to a government official, either directly or indirectly, or to your attorney, solely for the purpose of reporting or investigating a suspected violation of law that directly pertains to the trade secrets; (ii) disclose trade secrets in a complaint or other document filed in an arbitral, judicial or administrative proceeding that directly pertains to the trade secrets, if such filing is made under seal; and, (iii) disclose trade secrets to your attorney and use the trade secrets in an arbitral, judicial or administrative proceeding brought by you against the Company, provided that you file any document containing the trade secrets under seal and do not otherwise disclose the trade secrets, except as required by court order.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorized official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein.

Company and Intellectual Property

- **Company Property**

All documents, manuals, hardware and software provided for Employee's use by the Company, and any data

or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), remain the Company property.

- **Intellectual Property**

The Employee must promptly disclose to the Company in writing full details of all inventions, ideas and improvements, whether or not these are patentable or recorded in any medium ("Inventions") and works embodying Intellectual Property Rights made wholly or partially by him or her at any time during the course of their Employment which relate to, or are reasonably capable of being used in, the business of the Company.

To the extent permitted by applicable law, the Employee acknowledges and agrees that all Intellectual Property Rights subsisting (or that may in the future subsist) in all Inventions and works created by him or her during the course of their Employment (either alone or with others) will on creation, automatically belong to and be the absolute property of the Company. To the extent that such Intellectual Property Rights do not vest automatically and to the extent permitted by applicable law, the Employee agrees, during and after their Employment: (a) to hold all such Intellectual Property Rights on trust for the Company; (b) at the request of the Company, where necessary, irrevocably assign all rights, title and interest in such Intellectual Property Rights to the Company; and (c) at the Company's reasonable expense, to promptly execute all necessary. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, the Employee agrees that any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to me, even if the Company does not exercise the rights under the assignment within a period of 1 year from the date of assignment.

"Intellectual Property" Rights shall mean all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs and unregistered designs, rights to use, and protect the confidentiality of, confidential information (including know-how, trade secrets and datasets), technology and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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 now or in the future, anywhere in the world.

- **Protection Of Computer Software / Organization's Assets**

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorized assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the

information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

Insider Trading

You are prohibited from using or sharing information not publicly disclosed, which you obtain during your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any Company, not just the Company's clients or prospective clients and their affiliates.

Conflict of Interest

You shall not during your employment except as a representative of the Company or with the Company's prior written consent (whether directly or indirectly, paid, or unpaid) be employed, engaged, concerned, or interested in any other actual or prospective business, organization, occupation or profession.

Nothing in this Agreement shall prevent you from holding an investment by way of shares or other securities to in any entity listed or dealt on a recognized stock exchange (a "Permitted Investment") provided always that during the term of the employment the Permitted Investment shall not constitute more than 3% of the issued share capital of the entity concerned.

Anti-Bribery and Anti-Corruption

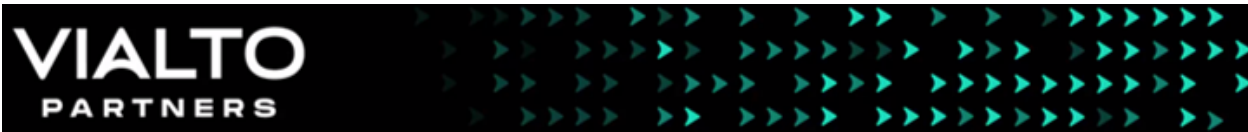
The Company takes a zero-tolerance approach to bribery and corruption. You must comply with our Global Anti-Corruption and Bribery Policy and any applicable local policies on the Vialto Partners Intranet Site. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment in accordance with local Vialto Partner policies and applicable law.

Data Protection

We collect and process information about you in accordance with the Employee Privacy Notice, which is available on the Vialto Partners Intranet Site. A copy of the Employee Privacy Notice is also attached.

You agree to comply with the Company's Global Data Protection Policy and any other applicable global or local policies (which are also available on the Vialto Partners Intranet Site) when handling personal data in the course of employment, including, without limitation, personal data relating to any of our employees, workers, contractors, customers, clients, suppliers, and agents.

You hereby give consent to the Company to collect, hold, store and process, both electronically and manually, all the personal information it collects or has collected in relation to you or belonging to you and your employment (in the course of your employment), for the purposes of the Company, e.g. management and administration of its employees and its business or for compliance with applicable procedures, laws and regulations and you also consent to the transfer, storage and processing by the Company, agents, contractors or subcontractors or other



Vialto Partner network companies (each of which is a separate legal entity) of such personal information within or outside India.

Monitoring

Unless prohibited by applicable law, you consent to the Company monitoring your communication and electronic equipment including, without limitation, the Company's telephone, chat and email systems, information stored on the Company's computer equipment (including all electronically stored information that is the property of the Company), recordings from the Company's closed circuit television cameras and any other computer equipment or other device used by you in the performance of your duties.

Internal Policies

You agree that you shall be subject to all applicable Company policies and procedures, including but not limited to the Global Company Code of Conduct, which may be posted, from time to time, on the Company's Partners Intranet Site and, where applicable, local Terms and Conditions of Employment, Staff Handbooks, or Staff Manuals. The employee is required to read and understand all those policies and consult with relevant persons immediately if questions arise. These policies and procedures do not form part of this Agreement. To the extent permitted by applicable law, the Company reserves the right to amend these policies at any time.

Non-Solicitation

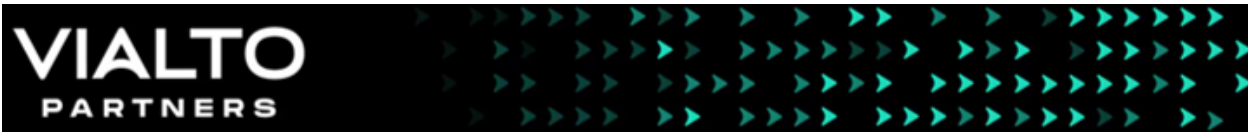
Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your BU Lead/Partner of such an offer.

Existing Agreements

In accepting the Company's offer of employment, the Employee represents that the Employee has not taken, and agree that the Employee will not take in connection with the employment with the Company, any action that would violate any contractual or other restriction or obligation that is binding on the Employee or any continuing duty that the Employee may owe to others. Without limiting the generality of the foregoing, the Employee agrees that, if the Employee has signed a confidentiality, non-disclosure or other similar type of agreement with any former Company or other party, the Employee will comply with the terms of any such agreement to the extent that its terms are valid pursuant to applicable law and the Employee further agrees that the Employee will not improperly use, share, disclose, distribute or access the confidential or proprietary information of a third party in connection with employment with the Company. The Employee represents and warrants that, after undertaking a careful search (including, without limitation, searches of any computers, cell phones, other electronic devices, and hard copy



documents), the Employee has returned all property (including, without limitation, property containing confidential information) belonging to all former Companies or other parties.

Employment Conditions

This employment agreement and your continued employment is conditional upon the following matters:

- **Pre-Employment Screening:** Passing to the Company's satisfaction any background check conducted by the Company (or its third-party background check service) including providing complete information) and cooperating with the Company in relation to any background check (including providing requested information within the timeframe requested by the Company).
- **Eligibility to Work:** Demonstrating that you have the required authorization or eligibility to work in the Assigned Location, as required by local law.

Governing Law

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

Final Provisions

- **Assignability**
You may not assign any of your rights or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns. Without limiting the foregoing, the Company may assign its rights and delegate its duties hereunder in whole or in part to any Company Affiliate or to any transferee of all or a portion of the assets or business to which this Agreement relates.
- **Severability**
If any term or condition set forth in this Agreement is found by a court, arbitral tribunal, or other tribunal to be unenforceable, then the remaining terms and conditions will remain in full force and effect. Terms and conditions found to be unenforceable, if any, will be modified by the court or tribunal to conform to a provision that most closely expresses the intent of the unenforceable term or condition.
- **Representations**
You acknowledge that you have not relied on any representations or statements, whether oral or written, regarding your employment with the Company, other than as contained in this Agreement.
- **Entire Agreement Modifications**
You acknowledge that this Agreement, including any exhibits attached hereto, supersedes all prior oral or written agreements or understandings with the Company; provided, however, that any agreements with the Company regarding repayment obligations shall remain in full force and effect in accordance with their terms. This Agreement may be modified only by a writing signed by your practice leader or functional leader;

provided, however, any modifications to at will-employment (US only) or the restrictive covenants set forth herein must be signed by Vialto Partners Chief Human Resources Officer or the Chief Legal Officer.

- **Headings**

Section headings are used herein for convenience of reference and shall not affect the meaning of any provision of this Agreement.

- **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- **Electronic Signature**

To the extent permitted by law, the Parties agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each party's manuscript signature.

- **Interpretation**

In this Agreement, unless the context otherwise requires:

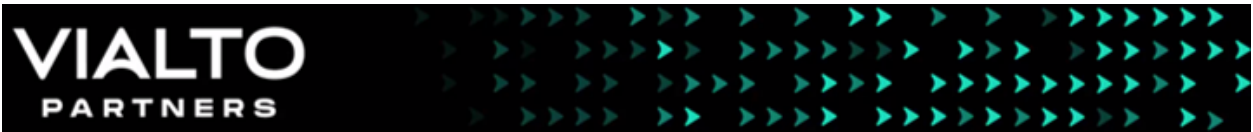
1. words in the singular include the plural and, in the plural, include the singular;
2. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
3. the headings are inserted for convenience only and shall not affect its construction;
4. reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it; and
5. reference to any regulator or other body includes a reference to any successor.

- **No Duress**

You hereby consent and agree that you are signing the employment contract and agree to be subject to all the Terms and Conditions of the Company's HC Policies including but not limited to those relating to Risk Management and Code of Conduct, as amended from time, on your own volition and without any undue influence.

- **General**

The conditions contained herein in the contract of employment are indicative only and can be modified from time to time.



Acknowledgement and Acceptance

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, willful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with the Company and/or any losses incurred for such reasons you agree to keep the Company indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with the Company; furthermore, you agree to indemnify and hold the Company harmless from any loss, claim, liability, obligation, or expense incurred by the Company as a result of your breach.

Tecla Palli-Sandler
Chief People Officer
On behalf of **Galaxy India Opco Private Limited**

Pavan Gunturi

Date