

Private & Confidential

03 October 2018

Hariharan S

Srinivasa Apartment, Flat No-C1, Door No-18C, Bharath Street, V.G.P Pushpa Nagar, Medavakkam

Chennai

Tamilnadu

600100

India

Dear Hariharan,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "**Company**") at our **Chennai office**. This letter confirms the terms of our offer with respect to your planned employment. You will be designated as Analyst I - Apps Prog at Band H6. Your Annual Compensation (CTC) will be Rs 925,000 - (Rupees Nine Lakh Twenty Five Thousand Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your anticipated start date will be 26 October 2018 ("**Date of Joining**"). In case you do not join the services of BA Continuum India Pvt. Ltd. by 26 October 2018 ("Date of Expiry") this offer of appointment will stand cancelled and withdrawn without any further communication. Your appointment stands effective from the date you report in for work, which under no circumstances shall be later than Date of Expiry. Any request for change in date unless communicated and accepted in writing will not be effective.

Any benefit plan applicable to your band, in accordance with Company policies, will apply to you as per your Date of Joining.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. For the first ninety (90) days of your services/employment you will be deemed to be on probation and during this period, either party may terminate this contract by giving one (1) weeks' notice in writing or salary in lieu thereof. Within 60 days of completion of the ninety (90) days if you have not received a notification stating otherwise including, without limitation, extension of probation period from HR, your employment is deemed to be confirmed. After the expiry of the probation period or the extended probation period (if the same has been extended) either party is entitled to terminate the contract by giving sixty (60) days' notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of your notice period, waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal information you have provided during the course of your application. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;

2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.
2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.
3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the "**Interim Period**"). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

Sashirekha Kandadai Raman
Vice President

Date: 03 October 2018

Accepted and Agreed:

Hariharan S

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 03 October 2018

Name: Hariharan S

Job Title: Analyst I - Apps Prog

Band: H6

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)

Basic Salary: 323,750

House Rent Allowance: 161,875

LTA: 30,000

Medical: 15,000

Advanced Statutory Bonus: 0

Employer's Contribution to Provident Fund: 38,850

Gratuity (as per payment of Gratuity Act)*: 15,572

BA Continuum Allowance: 339,953

Total Annual Compensation (CTC): 925,000

Statutory Deductions:

1. You will also be eligible to participate in the Company's retirement benefits program, as applicable to employees at your level i.e. Provident Fund.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The Administration of the components will be based on Company policy as well as applicable statutory requirements.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.