

March 24, 2021

Jatin Chandna

H.No-658, Sector-14
Sonipat
Haryana-131001

OFFER CUM APPOINTMENT LETTER

Dear Jatin,

We are pleased to offer you an appointment in Sun Life India Service Centre Private Limited ('the Company') as **Specialist-Development (Band 5.1)** with the following terms and conditions.

1. POSITION

Your position will be of **Specialist-Development (Band 5.1)**.

This position will report to **Senior Manager Delivery**.

The Appointment is subject to your satisfactory completion of the Company's hiring procedures, which includes, in part:

- Background and employment references checks to satisfaction to the Company to be completed within six months from the date of joining or such period as deemed fit by the Company.
- Satisfactory medical checks up to be completed within six months from the date of joining or such period as deemed fit by the Company.
- Submitting valid/ satisfactory proofs of your education qualifications.
- Your ability to meet all legal and regulatory requirements for continued employment work and residence in India.
- Submission of satisfactory documents as prescribed in Annexure - III

Any information declared before Effective Date of employment with the Company if found false or incorrect may lead to strict action against you.

2. PLACE OF WORK

Your present location of work will be Gurgaon, Haryana (India). The Company may, in its business interest, transfer you to any of its offices in India or abroad and/or from one department to another, to its parent or subsidiary Company ('Associate Company'), whether existing or which may be set up in future. However, your transfer, in accordance with Company's existing policies, is subject to the condition that your status and emoluments will not be adversely affected. However, any change in HRA or in the City Compensatory allowance

or any other allowance, as decided by the Company, will not be considered a change in emoluments. You may also be seconded or deputed to any other Associate company within India or abroad.

3. COMMENCEMENT

The commencement date of your employment will be **April 22, 2021** provided that you indicate your acceptance to the same by signing and returning a copy of this Employment Letter to us within two days, failing which the offer contained in this Letter shall stand withdrawn.

You will initially be on probation for a period of **Six Months** from the date of joining which maybe further extended based on your performance. Your performance will be evaluated according to the Company's policies and standards.

4. REMUNERATION

Your annual Fixed Cash Compensation ('FCC') is **INR 1,425,000/- (Indian Rupees Fourteen Lakhs Twenty Five Thousand Only)** which is elaborated in Annexure IV Your FCC includes all allowances, perquisites and statutory contribution as per regulatory norms.

Without prejudice to any other rights of the Company under law or contract, deductions may be made from your Compensation which shall be governed by the policies of the Company.

You shall be entitled to gratuity as per the Gratuity Act.

5. ANNUAL PERFORMANCE REVIEW

As per the Company's policies and standards, you shall be eligible for performance review if you have joined on or before December 31st of a year. However, the compensation review, increment and entitlement of Annual Incentive Plan shall be directly proportionate to your period of service with the company for the period under review. Employee(s) joining on and after January 1st of a year will be eligible for performance review in next calendar year's cycle.

6. ANNUAL INCENTIVE PLAN (AIP)

You shall be entitled for the Company's Annual Incentive plan (AIP), in accordance with the Company's AIP Plan/Policy. To receive the AIP amount, an employee is required to be an active (not resigned or serving the notice period) employee on the payroll of the Company on the payout date and should have joined on or before 01st October of a year.

In the current year, your AIP component will be equal to **12%** of your annual pro-rata FCC.

AIP results will be based on an assessment of the Sun Life Financial Inc.'s (Parent Company) business performance as determined by its management, as well as your achievement of Company's goals.

7. WORKING HOURS

The Company works Seven days a week; twenty four hours a day, therefore, the company may change your working shifts as per the business requirements.

8. TERMINATION AND RESIGNATION

8.1. Resignation

You may resign from the employment of the Company by giving notice period of one month, during your probation and two months upon your confirmation. You must serve the Company during the entire notice period, failing which the Company shall be entitled to withhold your relieving documents including experience letter and also entitle the company to issue adverse background verification report of your credentials, whenever requested.

8.2. Termination of Regular Employment:

8.2.1. Termination without cause

During probation, your services may be terminated with one month's notice or salary in lieu thereof.

On confirmation as a regular employee, the notice period in case of termination, shall be two month's or salary in lieu thereof. No notice or salary in lieu thereof shall be paid by the Company if the termination is on account of misconduct established on record.

8.2.2. Termination with cause: If at any time during the term of this employment hereunder you:

- Commit any serious misconduct or breach of any term of this Contract, or found to have provided information in your application for employment that is found incorrect; or
- Remain absent without notice for 5 consecutive working days; or
- Might be convicted of any criminal offence including, but not limited to, any offence involving integrity or honesty; or
- Commit any breach of Code of Business Conduct of Sun Life
- Breach any Policies and Standards of the Company including conditions of confidentiality or Company's proprietary information or breach of terms of this Employment Letter.

- Adverse findings on medical test /checkup conducted by Company
- Unsatisfactory Background and employment references checks conducted by Company

In case of termination pursuant to Clause No. 8.2.2 above, the Company may terminate your employment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any Compensation whatsoever (other than in respect of unpaid compensation and un-availed earned leaves) for or in respect of the then current year of service or to claim any compensation or damages for or in respect or by reason of such termination.

9. ANNUAL LEAVE

You will be entitled for Leave as per the Company Policies, as may be applicable from time to time.

10. JOB ASSIGNMENT

You may, during the course of your employment, be given any assignment arising out of the Company's business needs that the management in its subjective judgment decides subject to fulfilment of qualifications or experience. You may not refuse to take up any assignment solely on the grounds that it has not been part of your usual duties during your previous or current employment. You will also not be entitled to any additional compensation for carrying out any assignment which in the opinion of the management is equivalent to the job you have been assigned earlier.

11. CONFIDENTIALITY

You shall not disclose any technical data, know-how or any financial, commercial, technical, business, human resource or any other information ('Information') which comes into your possession or knowledge, whether directly or indirectly, during the course of your employment with the Company and the same shall be kept in strict confidence by you solely for the use of the company during the course of your employment. After you leave the employment of the Company, or your services are terminated for any reason whatsoever, you shall not put such technical data, know-how or special information to any commercial use, whether by yourself or on behalf of any other person or body corporate. For the purpose of ensuring compliance with the provisions of this clause and / or for better defining the scope thereof, the company may require you to enter into a separate non-disclosure agreements.

These agreements would be required to be entered into whenever the company gives you a new assignment. You agree to enter into such agreements unconditionally and it is agreed that such agreements, as and when they are entered into, would be deemed to form part of this contract.

12. CONFLICT OF INTEREST

You and/or your dependents/family shall not have any interest, direct or indirect, personal or otherwise in any dealings with any person/entity having or seeking to have business dealings with our Company and shall not accept any commission, payment, services, gifts or such other benefits, cash or in kind, from such person/ entity, without disclosing such interest and obtaining prior permission of the Company. You shall not discuss/divulge material information prejudicial to the interest of the Company with any such entity/person.

Any disregard to this clause shall entitle the Company to determine your employment without any notice or salary in lieu of the notice.

13. CODE OF BUSINESS CONDUCT

All employees of Sun Life and all of its subsidiaries are committed to a policy of fair dealing and integrity in the conduct of their business. This commitment, which is actively endorsed by the Sun Life Financial Board of Directors, is based on a fundamental belief that business should be conducted honestly, fairly and legally. The Company expects all employees to share its commitment to high moral, ethical and legal standards. You are expected to abide by the Code of Business Conduct regularly in true letter and spirit at all times during the tenure of this Contract.

14. THE COMPANY'S PROPRIETARY RIGHT

You agree to promptly and fully inform, disclose and assign to the Company all inventions, designs, ideas, improvements and discoveries, whether or not completed, that you, working by yourself or with others, made, created, conceived or found during the term of your employment whether or not conceived during regular working hours or at the Company's premises. You agree and acknowledge that the Company is the sole owner of all inventions, designs, ideas, improvements, trademarks, rights and secrets and discoveries described under this clause and all applications or requests for patents, trademarks, copy rights or other such protection will be made only in the Company's or its Parent Company's name. In addition, you agree to assist the Company in obtaining patents or such other protections on all inventions, trademarks, designs, ideas, rights or other trade protection that may be available to the Company. You agree to execute all documents and do all things necessary to obtain and assign inventions, designs, ideas, improvements, trademarks and discoveries.

15. OUTSIDE EMPLOYMENT

You shall work exclusively for the Company, during the Employment Contract, and shall not engage in any other activity, directly or indirectly, connected with your professional capabilities, whether on consideration or otherwise, and whether on a full time or on a part time basis or otherwise without prior written consent of the Company.

16. POLICIES AND STANDARDS

You shall abide by all Company's Policies, guidelines or standards, which rules may be amended by the Company at any time at its discretion without obtaining your consent or approval or to notify you of the same. The said rules and regulations of the Company, as they exist and as may be modified from time to time, shall form an integral part of this Employment Letter and the contract between you and the Company.

17. MISCELLANEOUS

You shall always have your updated postal address or communication address informed to the Company. All communications sent by the Company at such address shall be deemed to have been communicated to you. Any dispute arising out of your employment with the Company will be subject to the exclusive jurisdiction of Courts of Law at Delhi only.

You shall retire automatically on completion of the age of 65 years, unless the Company in its discretion decides to give you an extension in writing. If such an extension is given, you will automatically retire on completion of the extended period. You are required to state your date of birth in your application at the time of employment which you will not be allowed to question thereafter. However, the Company reserves its right to call for any documentary or other proof, if it has doubt that you have not correctly declared your age at the time of employment. In case disciplinary proceedings are contemplated against you, you may not be allowed to retire from the services of the Company till the completion of the disciplinary proceedings.

We look forward to our long term association with you and to your contribution as a member of Sun Life family.

Please sign and return to us a copy of this letter signing your understanding and acceptance of the employment. Please return duly signed and accepted copy of this offer cum appointment letter within 7 (seven) working days from the date of the issue.

Yours sincerely,

For and on behalf of Sun Life India Service Centre Private Limited

Authorized Signatory

Date:

Annexure-I**Declaration and Confirmation of Acceptance**

I, **Jatin Chandna** declare and confirm that I have read and fully understood all the terms and conditions of this Offer cum appointment letter and the attached annexure, and I hereby provide my consent / acceptance of the same. I confirm that all testimonials and information provided by me to Company are true and accurate. I also confirm that I am not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of my prior employment or independent contractor relationships, which would be breached or violated by my acceptance of employment with the Company or which may interfere with the terms of my employment with the Company/ the performance of my duties and obligations under my employment.

I understand that I will be required to share with Sun Life ISC various personal or sensitive information including but not limited to date of birth, residential address, and family member details Bankers name and accounts details etc. I further understand that Sun Life ISC, from time to time, may be required to share such information with SLF Affiliates, its employees, Payroll Processors, Auditors, Bankers, Service providers and Regulators etc. The above information may be required to be shared with the above agencies on account of processing of payrolls, compliance with regulatory requirements, reimbursement of expenses, audit, supervision and any other legitimate use of such information and in accordance with Sun Life ISC Privacy Policy in this regard. I hereby explicitly waive all/any obligation relating to Privacy of such Information upon Sun Life ISC. The explicit understanding and waiver specified herein shall constitute agreement between myself (employee) and the Company (Sun Life ISC) for the purpose of any legislative requirements in India and /or abroad.

I hereby accept the terms of your offer cum appointment letter as stated in this letter. I further acknowledge having received a copy of the Sun Life Financial 'Code of Business Conduct' and Sun Life Financial's Privacy Policy and Privacy Code. I have read the Code and Policy in its entirety and understand that full compliance is mandatory. I undertake to comply with the Code and acknowledge that any violation may result in disciplinary action, which could include the termination of my employment.

I also declare that I have no criminal record and that all information, facts and figures provided by me, during my discussions with the company representatives, are accurate. In case, I leave the organization before one year I will return back the amount received by me on account of notice buy back/ relocation/ joining bonus. Any wrong declaration may result in disciplinary action, which could include the termination of my employment.

Name:

Date:

Place:

Annexure-II

Standard Terms and Conditions

Each Employee (the Employee) of Sunlife India Service Centre Pvt. Ltd. ("Company") shall be bound by the following standard terms and conditions:

Non-Disclosure/ Confidentiality

- 1.1 For the purposes of this Annexure, the term "Confidential Information" includes but is not limited to the trade secrets, confidential or proprietary information, computer passwords and program designs, Company's business activities, services and processes, including but not limited to, technology, information relating to advertising, research, finance, accounting methods, processes, business plans, client or supplier lists and records of potential clients or supplier lists, and client or supplier billing, any personally identifiable information or data concerning or relating to the Company's customers or prospective customers or any information or data concerning or relating to the Company's customers or prospective customers, or any information or data that Employee collects or derives from his interactions with the Company or its customers or prospective customers. Further "Confidential Material" includes but is not limited to records, papers, hard disks, CDs, floppy disks, study materials, correspondence, etc, containing all confidential information and any other information or material disclosed to the Employee or known, learnt, created or observed by him as a consequence of or through his/ service agreement (s) with the Company, and not generally known in the relevant trade or industry. "Confidential Information" shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components, or combinations of the same, are known or become known to the public
- 1.2 The Company owns all right, title and interest in and to the Confidential Information and materials. The Employee has no right, title or interest in such information and material by virtue of his employment or otherwise. There is no license or other transfer to Employee including without limitation under any copyrights in existence. The Employee agrees that such Confidential Information shall not be given, bartered, sold, traded, transferred or exchanged in any way, whether for gain or not to other companies or entities for any purpose whatsoever.
- 1.3 The Employee recognizes that by virtue of Employee's employment and standing with the Company he gains constant and regular access to the Confidential Information and Materials of the Company, during the usual course of his employment. The Employee agrees and undertakes that during the period of his employment and in perpetuity thereafter, the Employee shall not copy, reproduce, use, disclose, or discuss in any manner, in whole or in part, any Confidential Information unless (i) necessary for the Company or the Employee to carry out their duties and responsibilities; and (iii) authorized in writing in advance by the Company.

Provided that this clause shall not apply to any disclosure required under applicable law, as long as the Employee provides notice of such requirement under law, immediately on becoming aware of the same and cooperates with the Company in obtaining any protective relief, if so desired by the Company

- 1.4 The Employee acknowledges that the nature of the Company's business operation is such the Company may also be subject to certain other laws, rules and regulations regarding the privacy and protection of consumer information, and that any receipt of use of personal information may also be subject to compliance with such laws and regulations.
- 1.5 The Employee shall promptly notify the Company of any unauthorized, negligent or inadvertent use or disclosure of the Confidential Information. Specifically and without limiting the foregoing, Employee warrants and represents that he shall execute such other agreement that the Company may require in its discretion.

- 1.6 The Employee shall upon termination or cessation of his employment with the Company or upon demand by the Company, whichever is earlier, promptly return to the Company, all Confidential Information together with any copies or reproductions thereof.
- 1.7 The Employee acknowledges and understands that the use or disclosure of Confidential Information in any manner inconsistent with this Agreement shall cause the Company irreparable damage, which cannot be compensated in monetary terms.

Non-Competition

During the period of your employment you shall not be engaged, concerned or interested, either directly or indirectly (including but not limited to consulting, by way of example) in any capacity in any trade, business or occupation whatsoever which would or might reasonably be considered to compete with the business of the Company.

Non-Solicitation

The Employee agrees and undertakes that whether on his own account, or for any person, for the period of his employment with the Company and two (2) years thereafter, he shall not solicit or entice, or endeavor to solicit or entice, from the Company, any officers or Employees of or any contractors, agent or part time agent with whom Employee shall have dealings during his employment with the Company, whether or not that person would commit a breach of any contract by reason of ceasing to serve or provide services and/or goods to the Company.

Intellectual Property Rights

The Employee shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions shall at all times belong absolutely and exclusively to the Company and all title and interest therein shall vest in the Company. The Employee agrees to (i) treat such Inventions as property of the Company and with strictest confidence (ii) use such Inventions solely for the benefit of the Company and (iii) assign to the Company any and all rights, title and interest, including, but not limited to, the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services as an Employee of the Company, proprietary rights to the Inventions. If and when required by the Company, the Employee shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company.

Name:

Date:

Place:

Annexure-III

Mandatory Documents

Please submit 2 sets of photocopies of the following documents, as may be applicable to you, to the Company within two days of offer acceptance.

- a. SSC / HSC passing certificates with all years mark-sheets
- b. Graduation / post-graduation degree / diploma certificate with all years mark-sheets and Pass Certificate.
- c. Professional degree / diploma with Passing Certificate and all years mark-sheets.
- d. Copy of Appointment Letter, Relieving letter from the previous employer (s).
- e. Last Drawn Salary Slips (For all previous employers, if possible.)
- f. Three passport size colored photographs
- g. Three professional references (with complete address and telephone number)
- h. Permanent Account No. (PAN No.)
- i. Permanent Address Proof
 - ✓ Passport Photocopy
 - ✓ Copy of Ration Card
 - ✓ Voter's ID Card
- j. Medical to be done within such period as stated in the offer cum appointment letter.
- k. Resignation acceptance within a week.

On joining you will also be required to furnish the following:

1. PF Nomination Form
2. Family dependent details
3. Any other relevant information that may be required

Please Note: Your present and permanent addresses, as mentioned in your application form, are put on company's record. You would be expected to inform the company about any change in your address and telephone numbers.

Annexure-IV
Remuneration Sheet

Name Jatin Chandna
Location Gurgaon
Designation Specialist-Development
Band 5.1

Components		Amount(s)		Remarks
		<i>P.M (INR)</i>	<i>Annual (INR)</i>	
A – Salary		35,625	427,500	
	Basic Salary	35,625	427,500	30 % of FCC
B - Allowances & Reimbursements		59,324	711,887	
i)	Special Allowance	54,224	650,687	
ii)	Education Allowance	100	1,200	
iii)	Meal Coupons	1,000	12,000	
iv)	LTA	3,000	36,000	
v)	Telephone Reimbursement	1,000	12,000	
C - Housing		17,813	213,750	
i)	HRA	17,813	213,750	50% of Basic Pay
D -Gross (A+B+C)		112,761	1,353,137	
E - Retirals (i+ii)		5,989	71,863	
i)	PF (Employer's Contribution)	4,275	51,300	@ 12% of Basic Salary
ii)	Gratuity	1,714	20,563	@ 4.81% of Basic salary
iii)	National Pension Scheme (Employer's Contribution)	0	0	Minimum 650 pm and Maximum upto 10% of Basic Salary pm
F- Fixed Cash Compensation (D+E)		118,750	1,425,000	
G- Target Annual Incentive Plan*		14,250	171,000	12 % of Fixed Cash Compensation and is paid annually
H = (F+G) Total Cost to Company (CTC)		133,000	1,596,000	

Benefits:

- Group Protection Plan: You will be covered by Group Protection Plan as per company's rules.
- Mediclaime:
 - Spouse and Kids covered under the family floater Mediclaime scheme as per the company's Policy.
 - Parents Mediclaime scheme as per the company's rule.
- Employees availing company transport will be charged as per the company policy/guidelines.
- Notice period buyout after the adjustment of leaves.
- Gratuity is payable as per The Payment of Gratuity Act, 1972.

*Note: - Target Annual Incentive Plan is an earning opportunity based on your and company's performance and may vary from 0% to 175%