



September 27, 2023

Dear Kadupu,

### **Employment Offer Letter**

We thank you for giving us the opportunity to meet with you, and discuss a possible employment opportunity with Neustar Data Infotech (India) Private Limited. Based on our discussion, we are pleased to make you an offer to join us as Architect, Development Ops.

Job Title : Architect, Development Ops  
Department : Neustar Platform Engineering  
Location : Gachibowli

The terms and conditions of your appointment with us will be as follows and notwithstanding anything to the contrary contained herein, all documents/policies/procedures/agreements enclosed herein as Annexures shall be deemed an integral part of this letter and you shall be bound by the same. Upon your acceptance of the offer, and subject to completion of all pre-requisites to the satisfaction of the company, your date of joining will be as mutually agreed.

### **Grade and Remuneration**

The details of your grade and remuneration are as per the Annexure-A enclosed.

### **Role & Responsibilities**

Your appointment is being done with the objective of your fulfilling responsibilities for the designated role. You are expected to fulfill these to the best of your abilities in the interest of TransUnion.

These are as applicable from the date of joining, and may undergo change any time. Such changes will be advised by your immediate manager or head of the department, or Human Resources.

### **Probation**

You will be on probation for a period of 6 months after which your services will be confirmed in writing. Based on your performance the management may at its discretion extend the probation for further period. Either party may give notice of separation of employment at any time during the probation period, subject to 60 days' notice or by payment of 60 days salary in lieu of notice.

### **Transfer of Services**

Your services are liable to be transferred from one department to another or from one location to another, anywhere in India, whether existing at present or to be set up in the future. Consequent to such transfer, you will be governed by the terms and conditions of service as applicable to your category of employees in the new place.



### **Separation**

Post confirmation of your employment with the Company, either party may give a notice of separation from employment at any time, subject to a notice period of **60 days or 90 days** as applicable to your grade in writing or by payment of salary in lieu of the notice at the discretion of the company.

However, in case of any information of any previous conviction by a court of law involving moral turpitude, or if any particulars given by you in your application form/interview being found to be false or incorrect, this appointment can be terminated without any notice or compensation whatsoever.

### **Other Terms and Conditions**

The policies including the (i) Information Security Policy and (ii) Employees Code of Conduct & Ethics Policy) (iii) Employee Hand Book and rules of the Company, as modified from time to time, will be applicable to you. You will be bound by all the existing policies and rules of the Company and those that may be framed from time to time. You shall comply with all these policies of the Company at all times. A copy of these policies will be shared in an electronic version on joining.

### **Confidentiality Undertaking**

At all times (both during your employment and after it has been terminated) you will not disclose any of the Company's trade secrets or use any confidential information unless previously authorized by your Manager to do so. Any information relating to the Company's business, dealings, methods, appointments, practices, transactions, designs, processes, affairs or any other matter that comes into your possession or to your attention by reasons of your employment, shall be treated as being confidential, whether or not it is individually identified as confidential.

All property, documents, papers or other works including electronic data in your possession or control, acquired or prepared by reasons of your employment belong to the Company and must be returned on request and, in any event, upon termination of your services.

In order to ensure compliance with this requirement, you shall be required to sign a Confidentiality and Non-Disclosure Agreement at the time of your employment with the Company.

### **Non-Compete**

During the term of your employment with the Company and for a period of one year immediately following the termination of your employment, whether with or without cause, at either your option or the option of the Company, with or without notice, you undertake not to directly or indirectly serve as an advisor, agent, consultant, director, employee, officer, partner, proprietor or otherwise of any business in competition with the Company's business as conducted by the Company during the course of your employment with the Company. You agree that you shall not have any ownership interest or participation in the organization, financing, operation, management or control of any business in competition with the Company's business as conducted by the Company during the course of your employment with the Company.



### **Non-Solicitation**

During the term of your employment with the Company and for a period of one year immediately following the termination of your employment with the Company for any reason, either at your own option or at the option of the Company, with or without notice, you undertake not to directly or indirectly attempt in any manner to solicit or divert any clients or customers of the Company, or to persuade any person who is a client or customer, whether present or future, of the Company to cease its association with the Company either for himself or on behalf of any other person. You agree that you shall not solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or hire or take away such employees or attempt to solicit, induce, recruit, encourage, hire or take away employees of the Company, either for yourself or for any other person or entity or assist anyone else to employ, except on behalf of the Company, any person who is in the employment of the Company or renders services to the Company, or was in the employment of the Company. You agree and undertake that you shall neither directly nor indirectly send any notice of your relocation or association with any other organisation to any of the Company's clients or customers.

### **Garden Leave**

1. Following the service of notice to terminate your employment issued either by the Company or by you, or if you purport to terminate your employment in breach of your employment terms, the Company may, by a written notice place you on Garden Leave for the whole or part of the remainder of your notice period. "Garden Leave" shall mean any such paid leave that the employee shall be required to take at the option of the Company, during the entire and/or remainder of his/ her notice period.

2. During the period of Garden Leave:

a. The Company shall be under no obligation to provide any work to you and may revoke any powers you hold on its behalf;

b. The Company may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as it may decide;

c. You shall continue to receive your basic salary in the usual way;

d. You shall remain an employee of the Company and bound by the terms of your employment (including any implied duties of good faith and fidelity);

e. The Company may exclude you from any of its premises;

f. The Company may require you not to contact or deal with (or attempt to contact or deal with) any of its officers, employees, clients, customers, agents, shareholders, representatives or any other business contact.

3. On termination of your employment (however arising) or, if earlier, at the start of a period of Garden Leave, you shall:

a. not at any time make any untrue or misleading statement about the Company or its officers or employees or represent yourself as being employed by or connected with the Company;



b. immediately deliver to the Company, all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to its business or affairs or its business contacts, any keys, credit card and any other property which is in your possession or control;

c. irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the premises of the Company; and

d. provide a signed statement that you have complied fully with your obligations under this clause together with such reasonable evidence of compliance as the Company may require.

#### **Verification**

This appointment is subject to your successful background check (including employment history verification, education verification etc.) by the appointed agencies of the Company.

#### **Medical Fitness**

Where your inability to attend work due to health considerations seriously interferes with the smooth functioning of the Company or causes economic losses to the Company, your services are liable to be discharged on grounds of medical unfitness. The examination and certification by the Company doctor or Company approved doctor shall be final and binding for the purpose of this clause. Neustar Data Infotech India reserves the right to require you to undergo medical examination at any time.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Jacob George", written over a horizontal line.

For Neustar Data Infotech India  
Jacob George  
Senior Director, Human Resources

I accept this offer on the terms and conditions mentioned therein.

Name:

Signature:

## Annexure A

Name : Kadupu Divakar  
 Job Title : Architect, Development Ops  
 Department : Neustar Platform Engineering

Components	Annual (INR)
Basic Salary	₹1,680,000
House Rent Allowance	₹1,008,000
Conveyance Allowance	₹19,200
Other / Utility Allowance	₹1,042,400
Leave Travel Assistance Allowance	₹210,000
Telephone Reimbursement	₹23,800
Medical Reimbursement	₹15,000
Co. Contribution to Provident Fun*	₹201,600
<b>A. Total Fixed Salary</b>	<b>₹4,200,000</b>
<b>B. Performance Bonus as per Plan**</b>	<b>₹630,000</b>
<b>Benefits</b>	
Gratuity***	₹80,769
Medical Insurance	₹26,000
<b>C. Total Benefits</b>	<b>₹106,769</b>
<b>Total Cost to Company (A+B+C)</b>	<b>₹4,936,769</b>

### Co. Contribution to Provident Fund & Employer

\*Co. Contribution to Provident Fund & Employer contribution to the Provident Fund - Equal amount will be deducted from employee's payroll towards the PF.

### Performance Bonus



\*\*Performance Bonus as per Plan- Paid Annually (prorated for associates joining during the year).

**Gratuity**

\*\*\*Eligible as per the payment of gratuity act 1972



## **Annexure - B**

### **Philosophy of Corporate Governance**

At Neustar, a TransUnion company, we pride ourselves for being a “At TransUnion our motto is Information for Good”. We would like to be known as a company that maintains very high standards of ethical integrity and fairness while keeping total focus on performance, thus contributing to the overall well-being of all our stakeholders including customers, shareholders, employees, vendors, community and the government.

Our Corporate Governance philosophy envisages attainment of the highest levels of integrity, accountability, performance, ethical behavior and equity in all facets of our Operations. We believe that the practice of each of these elements will create the right corporate culture, empower our employees and ensure sustainability of our Operations. We have an independent and well-informed Board of Directors (and its Remuneration and Audit Committees) at the core of our Corporate Governance practice. They oversee how the management and all employees serve and protect the long-term interests of all our stakeholders.

### **Employees Code of Conduct & Ethics Policy**

We in TransUnion believe that good business practices and ethics go together to produce best long term results for all our stakeholders. We take our responsibility and reputation as a good corporate citizen seriously.

We are proud of our values and their effect on how we do our business. This Code of Conduct & Ethics Policy (“Code of Conduct”) sets forth legal & ethical standards that apply to all employees of TransUnion.

The purpose of this document is to articulate the highest standards of honest, ethical and law abiding behavior expected of every employee and encourages the observance of these standards to protect and promote the interests of all stakeholders.

All employees are expected to follow this code fully and are encouraged to report any non-observances.

### **Standards for Conduct of Business**

#### **1. Ethical and Honorable Conduct**

All employees shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Employees shall deal with other colleagues in an honorable and respectful manner, without any gender bias / harassment. All employees, vendors and service providers shall be selected on merit, without any conflict of interest or favoritism. Appropriate disclosures should be made wherever required to maintain transparency.



## **2. Legal / Regulatory Compliance**

All employees shall at all times ensure compliance with all the relevant laws and regulations affecting operations of the Company. The employees shall keep abreast of the latest developments in relevant laws, rules and regulations related to their area of work.

## **3. Fair Dealings and Equal Opportunities**

TransUnion respects human rights and encourages fair dealing (non-discriminatory) across all levels and to all stakeholders. There shall be no discrimination on grounds of race, religion, gender, place of origin or caste. Accordingly, the Company expects each employee to deal fairly and with equality with other employees, customers, shareholders, suppliers, competitors, auditors, lawyers, creditors and advisers of the Company and encourage others to do the same.

## **4. Business Interests**

An employee shall not engage in any business, relationship or activity, which might conflict with the interest of the Company. All are expected to devote full attention to the business interests of the Company, and are prohibited from engaging in any other activity that interferes with their performance of responsibilities towards the Company or is otherwise in conflict with or prejudicial to the Company.

## **5. Transparency**

All employees shall ensure that their actions in the conduct of business are totally transparent except where the needs of business security dictate otherwise. Such transparency is brought about through appropriate policies, systems and processes which the employees are expected to follow fully.

## **6. Company Resources**

All the assets of the Company (both tangible and intangible) shall be deployed for the purpose of conducting the business for which they are duly authorized for. None of these assets should be misused or diverted for any personal commercial use or benefit, unless such use is allowed under the terms of employment.

## **7. Intellectual Property Rights**

All inventions and innovations during course of business belong to the Company. These include new products, processes, services that get developed while working on various assignments. Every employee shall take precaution to prevent any loss of such intellectual property rights by keeping things confidential & safe and reporting to the legal / HR manager for applying for patent, trademark and copyrights.





## **8. Corporate Opportunities**

All employees shall ensure that the Company does not lose any benefit accruing to it by negligence or delay in action. Any benefit accruing to the Company shall be used only for Company purposes. There shall not be any direct personal gain arising out of it. However, in specific instances where there are some indirect benefits accruing to employee(s), specific approval shall be obtained or granted.

## **9. Cost Consciousness**

All employees are expected to strive for optimum utilization of available resources. They shall exercise due care to ensure that all costs incurred are reasonable and there is no wastage of resources. Every time a cost is incurred, proper evaluation of such cost vs benefits shall be done, as if the expenditure was being incurred for self. Proper approvals as per Company policies shall be taken before any costs are committed.

## **10. Company Records**

The Company records shall be maintained in such a way that they are in full compliance with all rules, laws and regulations. Adequate precautions shall be taken to protect them from falling into wrong hands, which could harm the Company's business interests. Such records shall be kept up to date and free from any misleading or wrong information. Important records shall be stored in a safe place and properly marked.

## **11. Confidentiality**

Employees come across a number of confidential information which may take many forms. They must take proper care of such information and ensure that it is not misused in any way which is detrimental to the Company's business or used for own commercial benefit. They must also not disclose actions or activities relating to our business operations to outsiders, unless they concern or impact them.

Employees who have access to proprietary and confidential information must take precaution to keep it confidential. Information shall be disclosed on a NEED TO KNOW basis to people who need to know such information.

The Company has procedure for entering into confidentiality agreements with various vendors, which shall be executed before any information is shared with them.

An employee is expected to accept only such information that is necessary to accomplish the purpose of receiving it, and not for any other purpose.

## **12. Products and Advertising**

All products shall be of promised content and quality. Advertising shall be within law and shall be honest.

## **13. Company Reporting and Communications**

All information reported or communicated by the Company shall be factually correct, complete and accurate. Proper cautionary statements shall accompany wherever necessary, to avoid any misunderstanding or any unintended harm.



#### **14. Interaction with Media**

Only the Head of TransUnion Global Technology Center LLP and persons officially designated for such interactions shall engage with any member of press and media in matters concerning the Company. Any requests for interaction shall be directed to such authorized persons.

#### **15. Competition**

TransUnion believes in fair and ethical competition. No employee shall use any illegal or unethical means to obtain any information about competition or to take any business from competition by any misrepresentation or by giving wrong facts to the customer(s).

#### **16. Community Activities**

In order to ensure fairness and avoid any adverse impact on business, all community activities under TransUnion name shall be properly authorized before they are undertaken by any employee. Such activities shall be unbiased, shall not be related to promoting any religion and shall not harm any business interests of the Company.

#### **17. Government Support and Taxes**

TransUnion is committed to be an honest citizen. All employees are expected to provide full support to any Government initiatives, investigations and compliance requirements. All due taxes shall be computed properly and paid on time. Proper disclosures shall be made wherever there is lack of full clarity and an opinion is formed.

#### **18. Political Contributions**

TransUnion believes in fairness and equality. In order to avoid any conflicts and political alignments, TransUnion shall not participate in any political activities or contributions.

#### **19. Gifting and Entertainment**

TransUnion and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favors for the conduct of its business.

The employees may however accept and offer nominal gifts during course of the business, provided such gifts are customarily given and are of a commemorative nature, such as diaries, calendars and other stationary items. Employees may also attend and take others out for normal or customary business lunch, dinner and functions. These shall however not impact or compromise objectivity and fairness of an employee to take Company decisions.

#### **20. Health, Safety and Environment**

TransUnion shall strive to provide a safe, healthy, clean and ergonomic working environment for its people and guests who visit it. It shall also strive to prevent any wasteful use of natural resources (including water) and is



committed to help in improving the environment. Wherever feasible it will reduce, replace, recycle or regenerate articles consumed in its operations.

## **21. Compliance with anti-corruption laws**

During performance of your duties and responsibilities, you shall not use agreements with consultants, brokers, sponsors, agents or other intermediaries to channel payments to any person or persons, including public officials, customers or employees, and thereby circumvent the provisions of US Foreign Corrupt Practices Act, 1977 ("FCPA") or local anti-bribery and corruption laws, as well the company's policies regarding bribery and corruption.

You shall strictly comply with the ("FCPA"), Prevention of Corruption Act, 1988 ("PCA") and all applicable Anti-Bribery and Corruption statutes and regulations, to the extent of the applicability of the acts to TransUnion along with compliance with the Company's ABC and Gift and entertainment policy.

Compliance with these laws requires strict adherence to standards for payments to government officials, political contributions and company records.

You shall report inappropriate demands from government officials. A record of such demands and payments resisted shall be kept and reviewed by senior management to develop approaches to tackle such situations.