

June 24, 2020

Mr. Mallikharjun Yarra
VS Sai Ashraya Apartments(Flat No. BG23)
B-Block, Balathur Road, Kadugodi
Bangalore - 560067

Dear Mallikharjun,

Further to the recent interview and discussions you have had with us and our letter of offer dated, March 21, 2020 we have pleasure in appointing you as "Lead SE - App Dev" in the level of "CL7" in Societe Generale Global Solution Centre, Bangalore with effect from June 25, 2020.

The terms and conditions of your appointment are enclosed. Your salary is structured in 2 sections, viz.: Basic and a flexible package of allowances. This structure will enable you to take maximum advantage of the prevailing tax structure.

Your compensation is confidential between you and the company and you are bound to maintain this confidentiality at all times.

Should you require any clarifications on your financial package, please feel free to speak to the undersigned.

If the terms and conditions are acceptable to you, please return the duplicate copy of this appointment letter together with the enclosures, duly signed by you.

We look forward to your acceptance of our appointment and to welcoming you as a member of our organization.

With best wishes

Yours faithfully,
For **Societe Generale Global Solution Centre Pvt Ltd**,



Hussain Basha
HR Operations Partner
(Digitally Signed Below)

I, Mallikharjun Yarra have read through and understood all terms and conditions of my appointment and on my own free will accept the terms and conditions of my Appointment with the Company.

Accepted
Signature:

Date: June 25, 2020

Place: Bangalore

Societe Generale Global Solution Centre Pvt. Ltd., "Voyager" Building, 10th Floor, Ascendas ITPB SEZ,
International Tech Park, Bangalore Whitefield Road, Bangalore 560066, India
CIN NO. U72200KA2000PTC027232
Tel: +91 80 2809 5000
Fax: +91 80 2809 5400
www.socgensolutions.com

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EMPLOYMENT TERMS AND CONDITIONS

Mallikharjun Yarra

1. Date of Joining:

1.1 June 25, 2020

2. Appointment

2.1 As on June 25, 2020 the Company is hereby appointing you as "Lead SE - App Dev" in the level of "CL7" in our Company, subject to you successfully completing your probation as provided in clause 4 below.

3. Remuneration

3.1 Your Gross salary will be Rs. 132,917/- per month of which your basic salary will be Rs.66,458/- per month. You will be entitled to all benefits as may be applicable to you in accordance with the Company's policies. The enclosed Annexure - A indicates the compensation and benefits that you will enjoy. These allowances and benefits would be subject to amendments from time to time based on Company policy in this regard. Your remuneration shall be paid for each month in accordance with the Company policy except when notice for resignation or termination has been served to or by the Company.

4. Probation

4.1 You will be on probation for a period of six (6) months from the date of joining and will be issued a letter of confirmation on successful completion of your probation. However, in the event the Company desires to extend your probation period, you will continue to be on probation till your services are confirmed in writing by the Company. During your probation period, if the Company is not satisfied with your performance, the Company reserves the right to terminate your services in accordance with Clause 5 below.

4.2 In case of no confirmation letter is issued to you by the Company, either prior to or upon the lapse of the probation period, your employment with the Company shall be deemed to be terminated upon the lapse of the probation period without further notice or in the alternate, at the sole discretion of the Company.

5. Termination

5.1 **During Probation:** Either the Company or you may at any time, during the probation period terminate your employment by giving a written notice of one (1) month or salary in lieu thereof.

5.2 **Post Confirmation:** Either you or the Company may terminate your employment by issuing a written notice of two (2) months salary in lieu thereof. The company reserves the right to recover the amount in lieu of notice short served by you. Any such amount recoverable from you, will be inclusive of GST or any other tax/levies levied by the government. It is clarified and agreed by you that the Company shall have the sole right and discretion to accept or reject your request to pay in lieu of serving notice and insist you to work the notice period.

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5.3 **Termination for Breach or Misconduct:** The Company shall also have the right to terminate your employment forthwith without notice or liability for compensation or damages upon the occurrence of any of the following events:

- (a) Upon or before the expiry of the probationary period in the event of the Company not being satisfied with your performance in the Company;
- (b) If any declaration given or information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information, on carrying out your background verification.
- (c) If you are guilty of any grave misconduct or willful neglect in the discharge of your duties hereunder or;
- (d) If you are convicted of any criminal offence other than an offence which in the reasonable opinion of the representatives of the Company that does not affect your position as employee of the Company;
- (e) If the Company is restricted from continuing to employ you by reason of any other legal incapability;
- (f) if you remain absent for a period of eight (8) or more consecutive days without the prior approval of your Manager or intimation and failing to answer (i.e give a satisfactory explanation for the unauthorized leave) any written communication issued by the Company in this regard;
- (g) If you commit a breach of your obligations including but not limited to the provisions stated in clauses 11 (Conduct & Compliance), 12 (Non-disclosure of Information), and 15 (Non-Solicitation) or any other terms of this Agreement.

6. Effect of Termination

- 6.1 Your entitlement to salary, allowances, variable pay or other benefits ceases on termination and all rights towards unpaid variable pay for the year in which termination occurs shall be forfeited.
- 6.2 Termination of your employment by the Company will automatically result in the termination of your employment with and/or secondment to any subsidiary or associated company and any directorship or office (including for avoidance of doubt any member of the Group) which you may hold with any such company without giving you the right to claim any damages, compensation or termination payments or benefits of any kind from any such company, all rights on termination being as set out herein and enforceable only against the Company.
- 6.3 In the event of any absence from work without permission, while serving the notice period, your notice period shall be extended by number of days equal to the number of days during which you remained absent from work in order to ensure proper transition of your work as per the instruction of your Manager.
- 6.4 If you have undertaken any training, either on specific request by the Company or on your own behest, within three (3) months prior to your date of resignation which is paid for or sponsored by the Company (including any routine vocational training visits to any of the countries that the company or any member or associated companies of Société Générale ("Group") carries on business) then you hereby agree to repay to the Company such costs that were involved.

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- 6.5 It is clarified and agreed by you that you shall be bound to complete all the pending projects during the notice period and handover charge to your reporting manager. Handing over charge shall include completion of all pending work (except otherwise exempted by the Company), returning all the Company assets, such as ID cards issued to you, passwords to your computer, User ID's, work products/scripts/documents and Company materials etc., in your possession in person. Failure on your part to handover as provided under the terms of your appointment shall entitle the Company to withhold your full and final settlement, relieving letter, and any other certificates that may be requested by you. The Company also reserves the right to seek appropriate legal recourse, including but not limited to claiming damages.

7. Suspension from Duties

- 7.1 The Company shall have the right to suspend you on any day or part thereof because of your refusal or failure to perform your full range of duties or for misconduct; any such suspension shall be effective from the time the notice of suspension is given to you.

8. Posting

- 8.1 You will be posted at Bangalore. You may however be required to work at any place of business which the Company has, or may later acquire. However, you may be required to travel for the Company's business at the discretion of the Company and the Company, at its discretion, may require you to furnish a bond. Preparedness to travel on Company work either in India or abroad is a prerequisite for appointment in the Company. This will include possession of a valid passport or consent to apply for a passport immediately on joining the Company.
- 8.2 Further, during your course of employment you may be assigned any other duties or transferred to any other place as the Company in its discretion may from time to time require or direct.

9. Duties & Responsibilities

- 9.1 You shall during the stipulated hours of work, diligently perform all duties (including participation in any training program prescribed by the Company) which the Company or any authorized employee may, verbally or in writing, request, order, entrust you to perform. You shall at all times comply with all the rules, regulations and instructions laid down or given by the Company for the guidance of its employees and relevant to the employment and/or appointment held by you.
- 9.2 Further, you shall be responsible for the safekeeping and returning in good condition and order, all Company's property, which may be in your use, custody or charge.
- 9.3 Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing/tool within fifteen (15) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if provided in accordance with Clause 14 (*Notice*) of this Agreement.
- 9.4 You represent that your performance of the terms of this Agreement and the Company does not and shall not breach any agreement to keep confidential or to disclose proprietary information, knowledge or data acquired by you in confidence or trust, or to your employment by the Company, and you shall not disclose to the Company, or induce

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the Company to use, any confidential or proprietary information or material belonging to any of your previous employers or others. You represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and you agree not to enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company).

10. Shifts and Weekly Off

- 10.1 The Company is engaged in activities of providing services 24/7. Hence, you may be required to work in shifts which includes night shift. The change in your shift plan will be officially notified to you.
- 10.2 You are entitled to 2 days weekly off as per the current Company policy, which is subject to change from time to time.

11. Conduct & Compliance

- 11.1 **Conduct:** It is expected of you to display and demonstrate honesty and exemplary conduct at all times. It is important to be a vigilant guardian of our values and ethics, and to safeguard the reputation of the Societe Generale Group. You are therefore expected to familiarize yourself with and fully respect the Code of Conduct and other policies & procedures of the Company made available to you at the Company's intranet. The Company shall direct you to pay and make good the loss suffered by any fellow employee, any customer of the Company or any other third party due to unacceptable acts committed by you, whether dishonestly, knowingly, unknowingly, inadvertently or fraudulently. Further, you shall be solely responsible and liable for any damage caused by you towards the property of the Company. The Company in such instances shall recover such sum it considers appropriate towards the loss suffered.
- 11.2 **Conflict of Interest:** You shall confine yourself from any situation that would create a clash between your self-interest and professional or public interest. You are required to maintain professional relationship with all vendors, clients, partners and other personnel during the course of employment. It is expected of you to notify to "Compliance / HRBP", if you encounter any conflicting situations or positions during the course of your employment.
- 11.2.1 **Outside Employment & Directorship:** You shall devote the whole of your time and attention and abilities to carrying out your duties under this employment. You shall declare, in writing, any outside directorships you may hold at the date of your employment. You shall not be permitted to take up outside employment for remuneration or further outside directorships without the prior written approval of your immediate line Manager, the Business Head and a notification to Compliance team. If, during the term of your employment, you undertake such outside employment without prior approval, you shall be liable to immediate dismissal.
- 11.2.2 **Acceptance of Gifts / Commission, etc.,** You shall neither accept or offer any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealt with the Company and if you are offered any, you should immediately report the same to the Compliance and your immediate line Manager.

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11.2.3 **Personal Account Dealing:** You shall ensure that any personal transactions in securities on the stock markets, shall be carried in accordance with the Staff Personal Account dealing Procedure Code that is made available to you in the Company intranet. Any breach of this clause constitutes gross misconduct and is grounds for immediate dismissal.

12. Non-Disclosure of Information

12.1 You shall not, at any time hereafter, without the written consent of the Company, divulge, disclose or utilize Confidential Information of the Company, which you may have access to or you come across during your course of employment. You shall not use or utilize Confidential Information of the Company for any purpose other than the Company's business. You shall be bound by further confidentiality obligations and other obligations as detailed under **Annexure - B** ("Undertaking") to this Agreement.

12.2 **"Confidential Information"** shall mean all proprietary information of the Company including but not limited to commercial, technical and artistic information relating to the Company, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, clients and vendors of the Company, financial information, marketing plans, business plans, project plans, information relating to, operating income, customer lists, price calculation models, software, hardware, source code, object code and other forms of binary files, technology, methods, documentation, designs and materials and general trade secrets of the Company and Intellectual Property of the Company, as well as any other information labeled "Confidential" by the Company or accessible to or provided to you or developed by you solely or jointly with other employees or consultants of the Company pursuant to the performance of your obligations as an employee of the Company, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. Information relating to the customers, suppliers and agents of the Company shall be deemed to be Confidential Information of the Company.

12.3 You shall indemnify and keep indemnified the Company for all damages, losses, claims, liabilities, costs or expenses that the Company incurs or may incur as a result of any violation by you of the above terms and conditions.

12.4 Notwithstanding anything contained above, as damages may not be a sufficient remedy for any breach under this Agreement, the Company is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

13. Intellectual Property Rights

13.1 You hereby acknowledge and agree that any copyrightable works prepared by you within the scope of your employment are "works for hire" under the Indian Copyright Act, 1957 and under international copyright laws and that the Company shall be considered the owner of such copyrightable works. You agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by you for the Company, or (c) relate to the Company's business or current or anticipated research and development, shall be the sole and exclusive property of the Company and are hereby irrevocably assigned by you to the Company.

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- 13.2 You hereby agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("**Inventions**") and Intellectual Property that you make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of your employment, whether or not in the course of your employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets.
- 13.3 "**Intellectual Property**" includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their source code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.
- 13.4 You hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by you for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.
- 13.5 In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, you hereby irrevocably transfer and assign to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 13.6 You hereby represent and warrant that you will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting Manager in the Company. You represent and warrant that you have not violated the Intellectual Property Rights of any third party, and covenant that you shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for your violation of any Intellectual Property Rights, you undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

14. Notice

- 14.1 Any notice to be given under this Agreement shall be sufficient:

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- (a) when given by the Company – if it is given in writing by an authorized employee, such notice shall be deemed to be properly served by either delivering it to you personally or by posting the same by Registered Post to your last known or usual place of residence notified by you to the Company.
- (b) when given by you – if it is in writing signed by you and delivered to the Manager or acting Manager in charge of the office or to an authorized officer or delivered or sent by Registered Post (addressed to the company) to an authorized employee to whom you are responsible.

15. Non-Solicitation

- 15.1 During your employment with the Company and for a period of six (6) months thereafter you shall not solicit any employee of the Company to leave their employment in order to join the organization you will be employed with immediately post your resignation with SG GSC or any other entity that is affiliated to the organization you will be employed with. You shall also not directly or indirectly on behalf of your employer post your resignation from SG GSC solicit or entice any customers or potential customers away from the Company.

16. Authenticity of Information, Documents and References

- 16.1 You declare that:

- (a) the information contained in your bio-data is true and correct and it is hereby agreed that if the information provided is false or misleading then the Company shall be at liberty to terminate your employment with or without notice and with or without payment of salary in lieu of notice in the Company's absolute discretion.
- (b) You have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations
- (c) Further, you shall submit to us a relieving letter from your present employer before your appointment takes effect. You must produce a true copy of your original degree certificate & marks card, along with the original testimonials in respect of your experience. Failure to do so without good reason will nullify your appointment. The Company reserves the right to make appropriate enquiries about you to the referees given by you or any other person deemed fit.

17. Fitness

- 17.1 You shall promptly disclose to the Company the nature of any serious medical illness or disease which you may have contracted which is likely to endanger the health or safety of any other employee or client of the Company.

18. Use of SG Internal Tools and Applications

- 18.1 Post your appointment with the Company, you shall have access to SG internal tools and applications ("**SG Tool**") and the following shall be observed:

- (a) That the SG Tool shall be used for official purposes only. You shall not be entitled to use this facility for unofficial purposes. If you do so, you shall do so at your own risk and consequences follow.

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- (b) Since all correspondences, information, conversations pertain to official purposes, all such correspondences, information, conversations shall be recorded, screened and if need be investigated. Please note this also applies to instances where you may be unauthorizedly using the SG Tools for unofficial purposes.
- (c) You are prohibited from disclosing and sharing internal topics that are confidential and sensitive to the Company on social media. You shall be personally liable and responsible for all contents published online whether privately or professionally. All contents published by you shall be internally monitored and retrieved for the purpose of any investigation. Please note, this shall not be considered an invasion of your privacy.

19. Retirement

- 19.1 You will retire from the services of the Company on the last day in the month in which you attain your 60th birth anniversary.

20. Governing Law

- 20.1 Your employment shall be governed by and construed in accordance with the laws of India and the courts of Bangalore shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

21. Company's Policies and Guidelines

- 21.1 During employment you are subject to rules and regulations and policies of the Company, as made applicable by the Company and revised at the Company's discretion from time to time, irrespective of whether such details are individually notified to you. You are requested to keep yourself up-to-date with such information from the Company intranet/company manual. You shall be liable to face action from the Company if you are found in violation of the same.

22. Processing of Personal Information

- 22.1 The Company processes your personal data as may be necessary for the proper administration of the employment relationship, both during and after your employment. This will principally (but may not exclusively) relate to personnel, administrative, payroll, performance management and appraisal matters. They will be disclosed, for that purpose, to your hierarchy, as well as, if necessary, to specially authorized service providers in the limit necessary for the performance of the tasks which they are entrusted with.

- 22.2 Administrative data may be disclosed to:

- (a) The entities of the Société Générale Group entrusted with the administrative management of your employee file,
- (b) To the Group entities aimed at in your mobility demands,
- (c) To the Group headquarters in France for HR steering management purposes and management of careers.
- (d) To third parties and entities outside the group, provided one or any of the business units of the Group undergo a structural change that would result in a merger, acquisition, spinoff etc.,

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Date: 2020.06.24, 15:23:41 +05:30
merger, acquisition,
Location: Bangalore

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- 22.1 Processing operations may also require the transfer of your personal data to the headquarters of Société Générale Group situated in France or to other entities of the Group specially appointed for hosting purposes and pooling of computer means. You have the right to access your personal data and, in case data are incorrect or out of date, modify, correct and delete your personal data. You may, on legitimate grounds, object to the processing of your personal data.
- 22.2 Acceptance of this appointment letter shall be treated as your consent for SG GSC to process your personal data as may be specified herein above and no specific consent is required to be obtained from you personally to process your personal data on the occurrence of any of the events specified above.

Yours faithfully,

For **Societe Generale Global Solution Centre Pvt Ltd,**



Hussain Basha
HR Operations Partner
(Digitally Signed Below)

I accept the above terms and conditions on my own free will and agree to be bound by the above-mentioned terms and conditions.

Signature
Candidate Name: Mallikharjun Yarra

Date: June 25, 2020

Signature valid

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Location: Bangalore

ANNEXURE - A**Compensation & Benefits**

Name : Mallikharjun Yarra
Level : CL7
Designation : Lead SE - App Dev

Basic : Rs. 66,458/- p.m

Other benefits as per company's
compensation policy : Rs. 66,458/- p.m

Your monthly gross salary (basic + cash allowances) will be Rs. 132,917/- p.m

Reimbursements:

You will be entitled to reimbursement as per the benefit plans of the Company:

All reimbursements will be governed by the Income Tax laws in place and as may be amended from time to time.

Other Benefits:

1. You will be entitled to Provident Fund and Gratuity as per schemes formulated by the company.
2. Food Coupons valued for Rs.1,000 /- p.m.
3. You may avail of bus facilities or Company arranged transport as applicable.
4. Those utilizing their own transport will be given a conveyance allowance of Rs.1,400/- p.m.
5. You will be entitled to a variable pay based on individual and Group's performance for the year. Payment of this amount is at the absolute discretion of the company.
6. You hereby acknowledge that this offer is subject to a background verification to be conducted by the company. On background verification, if any personal information provided by you is found to be false, the company at its discretion may terminate your services with immediate effect.
7. A night shift allowance is entitled to employees working outside the general shift. The allowance payout would be as per the Company policy guidelines.

Accepted

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Annexure: Salary Entitlement - 2020

Name : Mallikharjun Yarra
Level : CL7
Role Title : Lead SE - App Dev

S. No.	Salary Components	Amount in INR Per Annum
1	Basic	797,500
2	Cash Allowances House Rent Allowance (max 40% of Basic Salary for Non Metro & max 50% of Basic Salary for Metro) Telephone Reimbursement (max 18000/- per annum) Leave Travel Assistance (max 50000/- per annum) Additional Food Coupons (max 14400/- per annum) Children Education Allowances (max 2400/- per annum) Balance of allowances will be paid as Taxable Allowances	797,500
Gross Salary		1,595,000
3	Provident Fund	95,700
4	Gratuity	38,360
Gross Salary + Retirals		1,729,060
5	Variable Pay *	132,917
Cost to Company		1,861,977

Note:

a. **Variable Pay ***

You will be entitled to a variable pay based on your individual and the Group's performance for the year. Should you join us between October 01st and December 31st of the year, your entitlement to variable pay will commence from the beginning of the subsequent calendar year. Disbursement of variable pay, which is at the absolute discretion of the company, is along with the payroll for the month of March, in the following year.

b. **Benefits**

i. (You would be entitled to avail the below mentioned benefits, which is governed by the prevailing company policies)

Detail	Maximum Coverage Amount
a. Food Coupons (per annum)	12,000
b. Bus Pass/Parking/Others (per annum)	16,800

ii. Insurance Benefit for Health and Personal Accident Cover - applicable as per company policy.

Detail	Maximum Coverage Amount
a. Group Mediciam (coverage for self, spouse, child and parents) Top up option is available for Group Mediciam (Family Floater basis) at subsidized premium borne by the employee (1 lakh, 2 lakhs & 3 lakhs)	600,000
b. Group Personal Accident (Coverage for self only)	800,000
c. Group Term Life Insurance (Coverage for self only)	4,000,000

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