

We invite you to review your job offer carefully.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Congratulations on your new opportunity as you grow your career with JPMorgan Chase. We're building the best and most respected financial services company in the world, and we would not be the exceptional company we are today without talented people like you.

We constantly remind ourselves that one of the most important things we can do for our employees is to build a healthy, vibrant company that creates opportunities. In your new role, you will have plenty of opportunities to grow, so take advantage of them.

Here are a few suggestions: Learn new skills and build your expertise. Help us find new ways we can continually innovate faster, better and more efficiently. Take the time to partner, collaborate and communicate effectively. And continue to do your best work for our clients, customers and communities. All the while, you'll be supported by colleagues who care about your development and welcome your feedback as we drive our business forward.

Remember, your success is fundamental to our success. You are part of a diverse, inclusive culture that differentiates us from our peers and sets a positive example for industries to follow. It's how we do business at JPMorgan Chase – and you are a critical part of it.

I wish you all the best in your exciting new role.

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JPMORGAN CHASE & Co.

16-Jul-2021

Pranathi Muraka

Dear Pranathi,

Your Employment by J.P. Morgan

We are pleased to confirm your new opportunity with **J.P. Morgan Services India Private Limited** (the "**Company**"). As part of the J.P. Morgan family, you may be required to provide services for other members of the J.P. Morgan group of companies which includes but is not limited to affiliates, subsidiaries and holding companies ("**J.P. Morgan** "). You also may be required to travel and work in different locations within and outside your hiring country during your employment. You expressly agree that at any time during your employment with the Company, you may be transferred or re – assigned to another service or function of the Company or J.P. Morgan, in accordance with the Company's need.

Please review the contents of this offer letter carefully to confirm our understanding of your employment with the Company. This offer letter supersedes all previous communications including verbal and/or in writing.

Please read this document to understand your employment package. In addition to the information on the following pages, you will also be required to abide by JPMorgan Chase internal policies that are in force and amended periodically. These include our HR Policies, the Code of Conduct, relevant personal trading policies, and other policies and regulations implemented by the Company or the J.P. Morgan listed on the Company's intranet, which will be accessible to you upon commencement of your employment with the Company. Please carefully review all applicable policies and guidelines.

Please treat your employment terms with the strictest confidence.

- If you have questions about them, please contact your HR representative.
- For questions on benefits or policies, please contact our accessHR hotline at 0008004405210 (local toll free) or +1 212-552-5100 (international).
- To accept this offer of employment, please click on the "Accept" button at the bottom of this page on or before 21-Jul-2021. If you do not accept this employment offer by then, it will be automatically be withdrawn unless we extend it in writing.

* This is a computer generated communication and does not have a signature.

Employment

Your employment will begin on 20-Sep-2021 and you will carry out your role while physically present in the JPMC offices in Hyderabad, India.

Probationary Period

Your probation period will be 3 Months. We will duly notify you if you have not successfully completed your probationary period or extension thereof. Your probation period will serve, among other things, to evaluate and verify your performance and your abilities as they pertain to your position. If we don't notify you at the end of your probationary period, you will be deemed to have successfully completed your probationary period.

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Your retirement age is sixty (60) years, subject to satisfactory completion of your probation period and provided that your employment is not terminated.

Title/Category

Your Functional/Subsidiary Title will be Software Engineer of Corporate & Investment Bank.

Your Corporate Title will be Associate of Corporate & Investment Bank.

We may change your position and titles through promotion or our operational requirements.

Working Hours/Place Of Work

Your local management will determine your specific working hours. You may also be required to work different or additional hours to perform your duties, depending on your department's needs.

You will normally work at the Company's offices in Hyderabad but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

Remuneration

Your total fixed pay will be INR28,00,000 per annum and comprises the following components:

Rupees p.a.

| | |
|---|-----------|
| i) Basic Salary | 8,40,000 |
| ii) Housing Allowance | 4,20,000 |
| iii) Special Allowance | 13,89,200 |
| iv) Leave Travel Allowance | 50,000 |
| v) Comp. contribution to Provident Fund | 1,00,800 |
| A. Total Fixed Pay | 28,00,000 |

We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

If, during your employment with J.P. Morgan, you become indebted to the Company or are overpaid any amount for any reason, we are entitled to recover that amount from you. J.P. Morgan may, if it so elects, set off any such sum due to the Company from you against any remuneration and/or any incentive compensation due and payable to you, including any final salary payments due to you on the termination of your employment.

Incentive Compensation

You will be eligible for annual incentive awards under the JPMorgan Chase Performance-Based Incentive Compensation Plan ("**Incentive Plan**"). We award incentives based on a number of factors, including your individual achievement, the results of your business unit and the overall performance of J.P. Morgan. JPMorgan Chase & Co. has complete discretion over these awards, which will be subject to applicable taxes, deductions and the [JPMorgan Chase Bonus Recoupment Policy](#). If you receive an award, you will be paid either in cash or in a combination of cash and forfeitable equity, in line with our incentive plan practices. Any equity portion will be subject to the terms and conditions of the award agreement, which will include recovery provisions, non-solicitation and similar covenants. If your employment ends or you give us notice of your resignation before the payment date for Incentive Plan awards, you won't be eligible for any payments.

During your employment any commitment as to an amount or timing of an incentive award must be in writing signed by a Managing Director or equivalent of the Company and a human resources officer at the level of Vice-President or above.

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Notice Period for Termination

During your probationary period, either party may terminate your employment by giving the other party fourteen (14) days' written notice or payment in lieu of all or part of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 30 Days written notice ("Notice Period"). However, J.P. Morgan may at its sole discretion release you earlier on certain conditions to be determined by the Company at the time of termination or by the Company making a payment in lieu of all or part of the Notice Period.

Leave

Annual Leave

Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

- You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- You must comply with the Company's 'consecutive days leave' policies.
- For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

Please note that detailed policies and information on leave, medical and life insurance, provident and gratuity is available on J.P. Morgan's intranet, which will be accessible to you upon commencement of your employment with the Company.

Medical and Life Insurance Coverage

You may be covered under the Company's Group Medclaim Insurance Policy and Group Accident Insurance Policy.

Provident Fund & Gratuity

Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and J.P. Morgan internal policies that are in force and amended from time to time.

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Employment

Your employment is subject to:

- You being able to carry out your role in India while being able to be physically present in a JPMC office in Hyderabad, India and your obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for

employment; and

- your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
- you are not in breach of any prior employment contract;
- you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
- you are not subject to any other employment or any contractual post-employment restraints
- you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

Termination

Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the Notice Period or the Company making a payment in lieu of all or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
- are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
- seriously breach the Code of Conduct and any other Company policies;
- disobey the Company's lawful and reasonable instructions/requirements;
- habitually neglect your duties; or
- otherwise commit a material breach of your employment terms.

During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- suspend you from the performance of any duties or assign you alternative duties;
- exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- remove your access to the Company premises and computer systems; or
- require that you return any property belonging to the Company per the Company's policy on "Return of Company Property" provided in this offer letter.

All your duties (whether express or implied) under your employment and this letter – including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information – shall continue throughout the Notice Period and any period that you are on garden leave.

[Skip to main content](#) During my Notice Period:

- you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and advise on matters relating to work
- you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or the operations of the J.P. Morgan.

Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the J.P. Morgan policies and code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

Post-Employment Restrictions

For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

In this paragraph:

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- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.

- "Restricted Client" means any person:
- who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
- with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
- but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- "Relevant Date" means the date your employment terminates.

You acknowledge and agree:

- that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.

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- That you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- In addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

Miscellaneous

- This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted.
- This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- If, during your employment with J.P. Morgan, you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.
- The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of J.P. Morgan's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the J.P. Morgan group of companies).

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

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JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes,

such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with

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the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above. I hereby affirm that I have read and understood the JPMorgan Chase Code of Conduct (the "Code of Conduct"). I agree, as a condition of my employment, to comply with the Code of Conduct, as amended and in effect from time to time.

By signing this offer letter, you confirm that your employment by the firm does not violate the hiring of relatives and employees in personal relationships policy and you agree that you will act in compliance with that policy.

I understand that I have access to the Code of Conduct either by [clicking here](#) or via the internet at <https://www.jpmorganchase.com> > About Us > Governance > Code of Conduct and Ethics prior to joining the firm, and through the firm's intranet once I begin employment.

I acknowledge that:

- The Code of Conduct requires that certain outside activities be approved in writing after I begin employment, and I agree that, if any such required approval is denied, I will cease the relevant activity immediately;
- The Code of Conduct imposes certain responsibilities that continue after my employment with JPMorgan Chase terminates, including but not limited to, the return of property, the protection of confidential information, and assisting with investigations or litigation related to my role at JPMC;
- The Code of Conduct also requires that I safeguard confidential information, including anything that I created while working for my previous employer(s); and I understand that I am not allowed to bring any of this with me to use at JPMorgan Chase or disclose any confidential information from a prior employer unless it has already been made public through no action of my own;

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- My offer of employment is contingent upon a determination by JPMorgan Chase that neither the offer nor my employment would violate, or create the appearance of violating, the firm's Code of Conduct, Anti-Corruption Policy, or Human Resources policies and practices, or any applicable laws or regulations;
- I understand and agree that if I am an MD/SVP, ED or VP at the time of my termination I have certain additional responsibilities and restrictions that continue after my employment with the firm terminates, including a prohibition from soliciting or hiring JPMorgan Chase employees and soliciting customers; and
- It is my responsibility to be familiar with all of my post-employment obligations, and I agree to abide by those responsibilities after my employment terminates.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

Electronic Signature

- You acknowledge and agree that this offer of employment letter (the "Offer Letter") is being executed electronically and is enforceable.
- You have read and understood the terms of the Offer Letter and have been provided with an opportunity to review and discuss the terms of the Offer Letter with advisors, if you so desire.
- You agree that should any further assurances be required or be desirable, you shall in good faith perform such further actions (including executing a physical copy of the Offer Letter).

Governing Law and Jurisdiction

Your employment shall be governed by and interpreted in accordance with the laws of India. You shall submit to the exclusive jurisdiction of Hyderabad courts in relation to any dispute arising in connection with your employment and this letter.

J.P. Morgan Services India Private Limited

Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India

Telephone: +91 22 6125 0000

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DECLINE

ACCEPT

