

<http://thinkgestalt.com/>

16 February 2022

Kiran Krushnakant Mungekar  
B/104, Shree Siddhivinayak Darshan,  
Virat Nagar, Virar(w.)  
Mumbai - 401303

Dear Kiran Mungekar,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Thinkgestalt ("Employment Letter").

The Agreement refers to the Thinkgestalt Values as these are a central part of everything we do. The Values form a critical part of how Thinkgestalt is changing and the Values as well as our purpose and behaviors, will have formed a key part of your selection process when being offered a role at Thinkgestalt. You will be expected to act in accordance with the Values as a Thinkgestalt employee, and in particular, to follow our Code of Conduct (known as the Thinkgestalt Way). More information on this, and how we 'live' the Values will be available prior to and on joining Thinkgestalt.

This offer is conditional upon you satisfying Thinkgestalt's recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Thinkgestalt.

Yours sincerely

Milind Survey  
Head of Human Resources- Thinkgestalt LLP

## **Summary of Key Terms**

### Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together form your contract of Employment ("Employment Letter").

Name

Mr. Kiran Mungekar

Employing Company                      Thinkgestalt LLP ("here in after referred as "Thinkgestalt" or the Company")

Position                                      Your role will be Data Analyst, or such other role as the Company reasonably decides from time to time.

Start Date                                    28 December 2020, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Working Hours                                Unless you are required to work in shifts, 10:00 to 19:00 Monday to Saturday, where two Saturdays off, plus such additional hours as are required for the proper performance of your duties. Your working hours can be varied by the Company at its discretion, with reasonable notice. Your manager will inform you if you are required to work shifts. You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfill your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period                        Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

## Salary

Components	In INR
Basic salary	11250
House Rent Allowance	4500
Conveyance Allowance(fixed)	1600
Medical Allowance(fixed)	1250
Special Allowance	3900
<b>Total Gross Salary</b>	<b>22500</b>

Professional Tax(-) 200

**Net Salary (per month) 22300**

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around first week of the month.

Annual Leave

18 days of PL/EL and CL/SL combined are allotted for an employee in a year and you can avail it after 4 months of continuous service.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies. Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

Responsibilities

- Analyzing data using statistical techniques and providing reports
- Developing and implementing databases and data collection systems
- Acquiring data from primary and secondary sources and maintain data systems
- Identifying, analyzing, and interpreting trends or patterns in complex data sets.
- Filtering and cleaning data
- Working with management to prioritize business and information needs
- Stay Locating and defining new process improvement opportunities

## Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of Thinkgestalt (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to Thinkgestalt and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process"). For the Agreed Purposes, the Company may transfer employee information to any Thinkgestalt Group Company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes. You agree to provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the India) with different levels of protection of your personal data to India. You agree that the Company and/or any Thinkgestalt Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law. A fore said clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Thinkgestalt'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

## Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Thinkgestalt and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

## Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 12 months from the termination date of your employment:

- Approach, solicit or deal with any person, firm, company or other entity who is or was a customer of Thinkgestalt and with whom you had developmental/business dealings within the 12 month period immediately prior to your termination.
- Solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Thinkgestalt Group

## Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,

Milind Survey  
Head of Human Resources - Thinkgestalt LLP  
16 February 2022

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Detailed Terms and Conditions**

### **Introduction**

#### **About the Detailed Terms and Conditions**

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that Thinkgestalt has developed to reflect our values, purpose and behavior and as part of our high-performance culture and, in accordance with your contractual obligations, must be adhered to at all times.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired Web Development companies in the world. From time to time, our policies and procedures do change and you must familiarize yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Thinkgestalt Values which must be adhered to at all times. The Thinkgestalt Values (Innovation, Time is power, Productivity, Creativity, mastering new skills, Optimism) are set out on your own business unit intranet site.

## **Your Detailed Terms and Conditions of Employment**

## 1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment agreement with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter, you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

## 2. Pre-employment and ongoing conditions

2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.

2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:

- (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
- (b) completion of credit checks to the satisfaction of the Company;
- (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
- (d) if requested by the Company, a medical examination by the Company's medical advisers;
- (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
- (f) the Company receiving a signed copy of the Terms from you.

2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.

2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licenses and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Thinkgestalt Group company following consultation with the Regulator (or other relevant regulatory body).

2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.

2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

## 3. Duties

3.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviors and in particular the Thinkgestalt Values;

(b) devote the whole of your working time and attention to the business of the Company;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of Thinkgestalt to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and not do anything to harm those interests;

(e) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, Partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Thinkgestalt policies on outside or external business interests.

(f) not engage or be interested in any activities which place you in a position where your interest's conflict improperly with those of the Thinkgestalt, its clients, customers or shareholders. Thinkgestalt recognizes that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(g) report any actual or proposed unlawful activity or behavior affecting Thinkgestalt by you or any other employee, officer, contractor of Thinkgestalt or any other person to your manager (or, if they are potentially involved in such unlawful activity or behavior, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

## 4. Salary and allowances

Your salary will be paid on a monthly basis on or around first week of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to Thinkgestalt in accordance with the applicable laws. Your acceptance to these terms shall confirm your consent to the Company making payment of your salary. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

## 5. Annual Leave

5.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take your entire annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. There is no provision of encashment of unutilized



leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

## 6. Intellectual Property

6.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;" Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and "Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

6.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

6.3 You agree that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.

6.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

6.5 To the extent that the Works and Intellectual Property Rights do not vest in Thinkgestalt automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

6.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

6.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of Thinkgestalt (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and

shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

6.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.

6.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.

## **7. Confidentiality**

7.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Thinkgestalts Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorized publication or disclosure of any such confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorized disclosure).

7.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to Thinkgestalt and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.

7.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member Thinkgestalt, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- (a) commercially sensitive information or trade secrets;
- (b) corporate and marketing strategy, business development plans, sales reports and research results;
- (c) business methods and processes, technical information and know-how relating to Thinkgestalt's business and which is not available to the public generally, including inventions, designs, programs, techniques, database systems, Formulae and ideas;
- (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client

contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Thinkgestalt Group or any current or former director, officer or employee of the Thinkgestalt Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognized stock exchange; and

(i) any other information which any member of the Thinkgestalt or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered

as confidential.

7.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You agree to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

## **8. Regulatory compliance and dealing codes**

8.1 The nature of Thinkgestalt is such that it is authorized and regulated by the appropriate regulator.

8.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

8.3 You agree to be bound by and comply with Thinkgestalt stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Thinkgestalt Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

## **9. Expenses**

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the

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Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

## **10. Attendance at work**

10.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours include up to a daily 45 minutes break.

10.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

## **11. Sickness Leave**

11.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby agree to co-operate with such an examination and to authorize the full disclosure of any resulting report to Thinkgestalt.

## **12. Other absences from work**

Approval should be obtained in advance from your senior manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your HR as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

## **13. Amendments to terms and conditions of employment**

13.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

## **14. Allocation of duties**

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or

(ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Thinkgestalt Group as it will in its absolute discretion determine; and/or

(iii) second you on a temporary or permanent basis to work for any company in the Thinkgestalt Group or to a third party and/or

(iv) transfer your employment and its rights and obligations to another company in Thinkgestalt.

## **15. Leaving Thinkgestalt**

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15.1 Subject to Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from Thinkgestalt;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time) which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behavior;

(d) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or

ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of Thinkgestalt or yourself into disrepute or may damage the business or affairs of Thinkgestalt; or

iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Agreement (or otherwise fail or refuse to carry out the duties assigned to you); or

iv. have breached or otherwise failed the Thinkgestalt sanctions screening policy or process; or

v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or

vi. materially breach the rules of the Regulator; or

vii. breach any Thinkgestalt rules on anti-bribery or anti-corruption;

viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or

according to relevant regulators or professional bodies) to be able to work in your job profile

ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

15.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

15.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the

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paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

15.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Thinkgestalt Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Thinkgestalt Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Thinkgestalt premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Thinkgestalt Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

## **16. Garden leave and suspension**

16.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

16.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of Thinkgestalt Group (other than as a customer) and may require you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of Thinkgestalt other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of Thinkgestalt unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with on-going business activity; and

(d) take any holiday which you have accrued.

16.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company.

## **17. Post termination restrictions**

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17.1 You agree with the Company (for itself and as trustee and agent for each member of the Think gestalt Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) For a period of 12 months from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company and with whom you had development/business dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12-month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with Think gestalt; and

(b) for a period of 12 months from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in Thinkgestalt with whom you had material dealings within the 12month period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Thinkgestalt with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of Thinkgestalt with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to Thinkgestalt.

17.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties agree that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of think gestalt, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is agreed that each restriction in this paragraph will be construed as separate and individual restrictions.

17.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offer or as soon as reasonably practicable after receiving the offer.

## 18. Further terms

18.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

18.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 15.1(d) of this Employment Letter arise or be brought against you.

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18.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

18.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Thinkgestalt procedure and /or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

18.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by Thinkgestalt. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

18.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favorable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

## 19. Certifications

19.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behavior; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

19.2 Any breach of these certifications will entitle Thinkgestalt to immediately terminate your employment.

## 20. Jurisdiction

This Agreement and the rights of the Parties hereto shall be governed by and interpreted in accordance with the laws of India. The Courts of Mumbai shall have exclusive jurisdiction in all matters concerning this Agreement.



## **21. Key policies, procedures and practices**

21.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

21.2 You should familiarize yourself with all policies and procedures that apply to you, the Code of Conduct and the policies, guidelines and procedures mentioned in our Company policy Document are attaching along with this Employee Agreement for your reference. So go through the document and understand our company culture and work environment.