

**A hearty welcome to Scope International Pvt. Ltd.**

We are sure you are eager to begin your journey with us and indeed, we have a lot to offer you !

Standard Chartered Bank (SCB), UK is an international bank that's leading the way in Asia, Africa and the Middle East. As a wholly owned subsidiary of Standard Chartered, Scope International is a critical component of the Bank, providing scale, efficiency and talent while enabling superior service to the end customer.

We handle a wide range of value added and complex services from Banking operations to supporting global HR processes, Finance and Accounting services, Software Development and maintenance, Customer Care and providing IT Service and Helpdesk Support to the Group globally.

We nurture and care for our staff with innovative HR practices and learning and development opportunities. As a responsible corporate citizen, we support the community in which we operate through long-term and sustainable programmes.

I encourage you to learn about our businesses and culture so that you can actively contribute to your development. At Scope, we uphold the SCB values of Responsive, Creative, International, Trustworthy and Courageous and I would urge each one of you to look for opportunities to demonstrate these values at your work place

I welcome you once again to the Scope Family and wish you every success in your respective roles.

**Edwin Nevis**

**CEO, Scope International**

At Standard Chartered Scope International we pride ourselves not only on our success as an international bank, but also on being best in class, in constantly challenging ourselves not only to raise the bar, but to redefine what success looks like in the banking industry.

### The Standard Chartered Brand Promise

Here for good is our brand promise. It's what we have been doing for the past 150 years, and our aim for the next.

To us high performance and being successful is not only about making a profit. It's about relationships rather than transactions, about making a difference and not becoming complacent, about responsibility and building a sustainable business for the future.

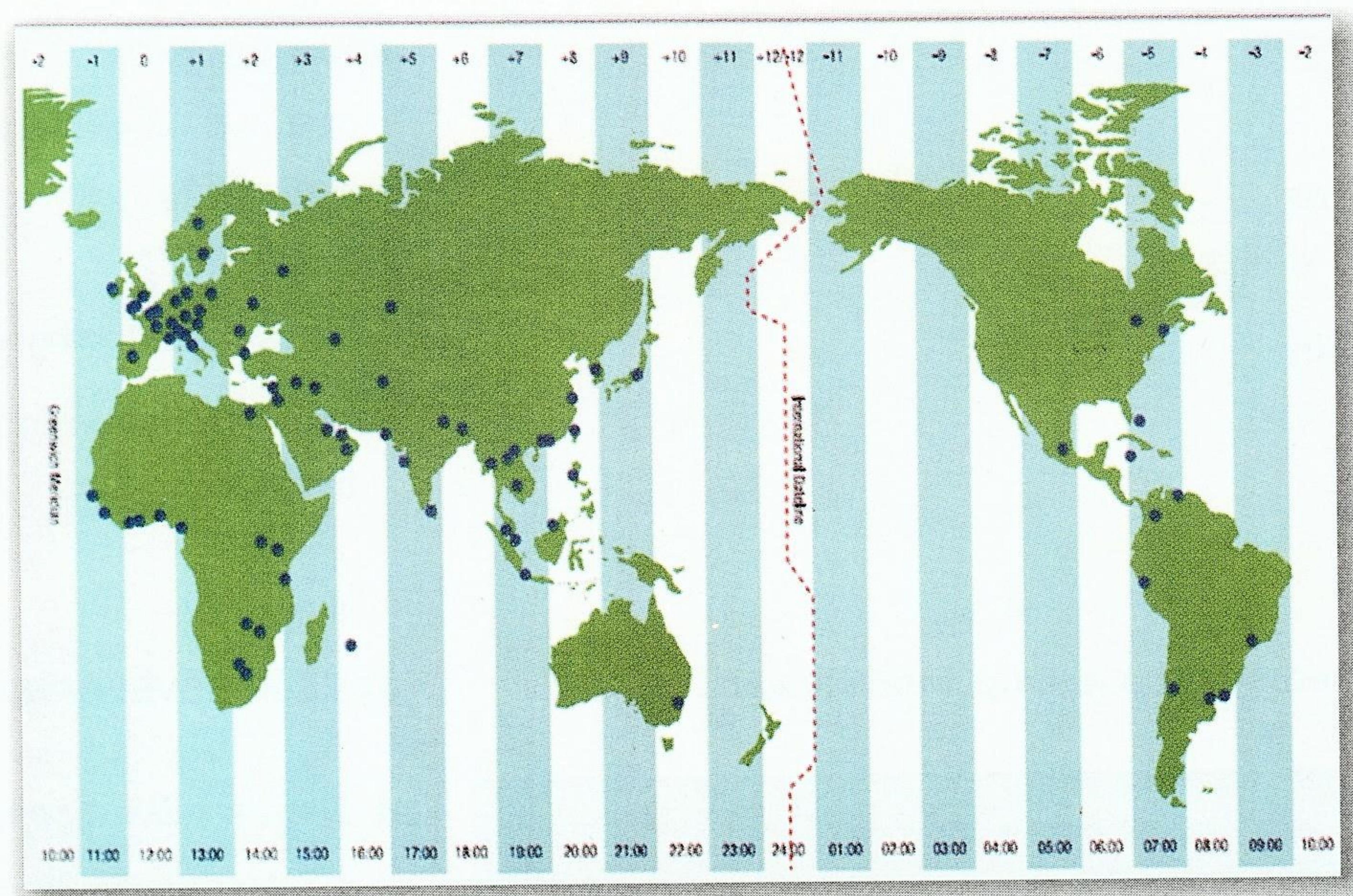
It's about keeping our commitments to our customers, our clients, our people and the communities in which we operate.

Here for good resonates with our people, our customers and our clients because it's simple and because it's powerful. It's a benchmark that people will hold us to, but that's the point.

### Our global footprint

Leading the way in Asia, Africa and the Middle East

Standard Chartered operates a range of businesses across a number of country units Including



### Scope International Pvt Ltd.

Scope International is housed in world-class facilities across five campuses in Chennai. Its flagship, Scope Centre, is in the heart of the city and stretches across nearly 6 acres of prime real estate space. Scope International has robust disaster recovery practices; it has an 800 seat disaster recovery site about 35 km away from its main centre. We are passionate about our customers' success, delighting them with the quality of our service. By consistently enhancing our service excellence, we aim at creating greater customer engagement and loyalty.

A Scope, we are proud of our young and passionate team of professionals from varied backgrounds. The average age in scope is 29 with a male female ratio of 69 to 31. Our employees are nurtured with innovative HR practices and learning and development opportunities. The national surveys, the Hewitt 'Best Employers in India' 2007 and 2011. The Grow Talents 'Great places to Work' 2006, 2008 and 2011 placed us among the top 10, top 15 and top 7 companies respectively in the country. These are testimony to the kind of ambience and work culture we have created to foster greater levels of employee satisfaction. Earlier in the year, Scope has also won the India times Employer Branding Awards 2007 for innovation in Recruitment. We are also rated No 1 in Chennai for BPO industry as well No 3 for our CSR activities.

## OUR EMPLOYEE VALUE PROPOSITION

To deliver our philosophy and principles we use a Total Reward approach. This takes into account the totality of the relationship between the Bank and its individual employees. This approach recognises that, while the financial dimension is vital, the relationship has other elements that also contribute to an outstanding employment experience. Total Reward encompasses tangible elements of reward, such as pay and benefits, as well as intangible elements of reward such as learning and development, and the work environment. Total Reward should be competitive to attract, retain and motivate talent, but it should also be set at an appropriate level, which balances competitiveness with cost.

### SIX EMPLOYEE VALUE PROPOSITION THEMES

- *International influence*
- *Performance*
- *Strengths based*
- *Relationships*
- *Responsibility*
- *Doing good*

### WHAT WE OFFER

- We will develop your strengths
- We will value your unique perspectives
- We will enable you to make a difference

### WHAT WE EXPECT

- You will share our commitment to delivering performance for our shareholders
- You will build lasting relationships
- You will demonstrate a passion for helping us do good

### The key components that make up Total Reward

Values & Employee Experience	-Employee recognition -Personal development -Overseas career opportunities -Playing to strengths* -Values and Culture			
Benefits	-LT saving (e.g. retirement and sharesave) -Well-being (e.g. medical and leave) -Life-Style(flex working)			
Performance Award	-Performance shares -Restricted & deferred shares -Cash bonuses -Sales incentives	Variable Comp	Total Compensation	Total Compensation and Benefits
Other Cash	-Positional Allowances -Car Allowances	Guaranteed Cash		Total Reward
Base	-Base			

### CAREER DEVELOPMENT

*A career with Scope means lot of opportunities either in the developments programs or training to help you deliver your best. The opportunities provided by us are*

- Higher Education Benefits
- Individual Learning Development programs
- E Learning Portals

## Insurance Coverage

- Medical Insurance
- Group life and Personal Accident Policies.
- Out Patient Health Care Policies

## Social Security Benefits

In accordance with Social Security the firm provide the following benefits:

- Provident Fund
- Gratuity

## Welfare and Wellness

The various measures taken are

- Sustainable focus on overall health and wellness of employees.
- Annual health checkup
- In house physician for medical emergencies
- Gymnasium
- Periodic initiatives focusing on personal healthcare
- Transportation services.

***These are many of the programs and benefits you may be eligible for when you work at Scope International. They're all built around giving you more paths to growth, chances to coach and mentor, and time to pursue goals and establish farreaching connections. And that's just the beginning.***

## Perquisites for employees

Below benefits are on claim and avail basis

- Medical Reimbursement
- Leave Travel Allowance
- Telephone
- Professional Pursuit Reimbursement

Eligibility criteria and maximum compensation permissible amounts are defined in the policy.

## Employee Assistance Program

A no-cost benefit for the professional including the family members (except for siblings ), for counselling / assistance in case of any personal help.

## Deals for you

Attractive deals in goods and services. Didn't we say we believed in indulging our employees.

## **CONTRACT OF EMPLOYMENT**

**Scope International Private Limited**

(1)

and

**Karthik Vignesh E**

(2)

**THIS AGREEMENT** is made on January 17, 2014 BETWEEN:

1. **Scope International Private Limited (Scope)** whose registered office is at - **No.1, Haddows Road, Chennai - 600006** (the "Company"); and
2. **Karthik Vignesh E of 1/708, Kambar Street, Bharath Nagar Thiruppallai Madurai- 625 014** ("you" of the "Employee").

**IT IS AGREED** as follows:

1. Definitions and interpretation

- 1.1 In this Agreement where the context admits the following expressions shall have the following meanings:

**"Client"** means any customer of the Company or any Group Company with whom you had material contact or business dealings or for whom you had responsibility in the twelve (12) months immediately preceding the Termination Date or with whom any employee under your control shall to your knowledge have had material business dealings or responsibility at any time during such period;

**"Commencement Date"** means **June 2, 2014** or such other date as is agreed in writing between the parties;

**"Confidential Information"** means trade secrets or information of a confidential nature which belongs or relates to the Company, or any Group Company or their clients or customers or potential clients or customers, and which the Employee may have received or obtained as a result of or in any way in connection with the Employment, including but not limited to information relating to all or any of their suppliers, agents or distributors, commercial, financial or marketing information, customer lists, technical and operational information, methods and processes and know-how comprising trade secrets;

**"Employment"** means your employment under this Agreement;

**"Group"** means the Company and any Group Companies;

**"Bank"** means Standard Chartered Bank, a company established in England and Wales with limited liability by Royal Charter 1853, under reference ZC18;

**"Group Company"** means the Company, and any entity which from time to time is, directly or indirectly, a holding company or subsidiary of the Company or a subsidiary of any such holding company (and **"Group Companies"** shall be construed accordingly);

**"HR Simple Solutions"** means the Group's intranet site as amended from time to time;

**"Intellectual Property"** means designs, trade marks, logos, get-up, domain names, copyright works, database rights, confidential information, know-how, patents, inventions, utility models, semi-conductor topography rights and all rights of a similar nature in any part of the world whether or not registered or capable of registration and, in respect of such rights which are registrable, the right to apply for registration and all applications for any of the above rights;

**"Legal Duties"** means the Employee's legal duties as a director, including, without limitation, any applicable statutory duties;

**"Prospective Client"** means any person with whom the Company shall have had negotiations or material discussions regarding the possible supply of services or distribution, sale or supply of any product, or goods at any time during the twelve (12) months immediately preceding the Termination Date and with whom you shall have had business dealings at any time during such period or with whom any employee under your control shall to your knowledge have had business dealings at any time during such period;

**"Restricted Services"** means any services or product, sold, supplied, produced or developed, by the Company with which you were involved or concerned to a material extent at any time during the twelve (12) months immediately preceding the Termination Date;

**"Restricted Supplier"** means any person who or which supplied goods or services to the Company as at the Termination Date or during the six (6) months immediately preceding the Termination Date and with whom or which the Employee shall have had business dealings or with whom or which any employee under the control of the Employee shall to the Employee's knowledge have had business dealings during such period;

**"Termination Date"** means the date of termination of this Agreement.

1.2 In this Agreement, where the context admits:

- (a) The expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by section 4 of the Indian Companies Act 1956
- (b) reference to a clause, sub-clause or Schedule is to a clause, sub-clause of or Schedule to this Agreement;
- (c) reference to the singular shall include the plural and vice versa and one gender shall include the other gender;
- (d) reference to any statute or any provision of a statute shall be construed as references to the statute or the provisions as amended, modified, considered or re-enacted and to any subordinate legislation made from time to time under that provision;

(e) reference to a person shall include any person, individual, company, body corporate, firm, partnership, organisation, association, government department, agency or trust (whether or not being a separate legal personality); and

(f) reference to an individual holding a position in the Company, r a Group Company means the holder of that position from time to time.

1.3 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

## 2. Contractual Terms

2.1 This Agreement contains the terms of your employment with the Company. Whilst reference is made to other Company, and Group policies and procedures, those are not contractual in effect unless otherwise expressly stated.

2.2 This offer of employment is conditional upon you producing your degree / graduation certificate or provisional degree certificate to **Balagurusamy, Devishree** within 3 months from your date of joining (or) on or before 30<sup>th</sup> September of the year which you join, failing which, this offer of employment shall become null and void and will be terminated with immediate effect

## 3. Appointment

3.1 You are employed as a **Analyst**, initially working in **Software Solutions - Management & Support**, reporting to **Vice President** or such other person as the Company may determine from time to time. This position is **Grade C**. You agree to carry out the full requirements of this role and any additional or alternative tasks or work as may from time to time reasonably be required of you.

3.2 You warrant that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualifications, accreditations, certifications and regulatory approvals necessary to carry out your role. It is a condition of your Employment that you continue at all times to hold or obtain all such qualifications, accreditations, certifications and regulatory approvals (both internal and external) and immediately notify the Company if you cease to hold them.

3.3 This Agreement is a conditional contract subject to the Company: (i) having obtained satisfactory information about you in relation to the Company's pre-employment verification checks; (ii) receiving any necessary regulatory approvals.

3.4 This Agreement is also conditional upon and subject to the Company's receipt prior to the Commencement Date of satisfactory original evidence of your right to work and carry out the

Employment legally in **India**. If you do not comply with this condition, the Company reserves the right to withdraw its offer of Employment and this Agreement will have no legal effect. If at any time during the Employment you are unable to comply with this condition you shall immediately notify the Company.

#### **4. Continuous employment**

Your period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. The Company will treat no previous employment as continuous with your Employment covered in this agreement.

#### **5. Place of Work**

5.1 Your current place of work will be at our **No.1, Haddows Road, Nungambakkam, Chennai - 600006** office. The Company reserves the right to change your place of work to any other location either temporarily or permanently as the business may require. The Company may require you to work at any other Company or Group Company office at any location overseas as the Company may from time to time determine.

5.2 In the performance of your duties you may be required to travel both domestically or overseas.

#### **6. Term and Notice**

6.1 Your Employment is, subject to the terms of this Agreement, for an indefinite period unless and until terminated by 2 months' written notice by the Company or 2 Month's written notice by you or otherwise as provided in this Agreement

The Company's normal retirement age is currently **60 years**. Further details regarding the procedure on retirement guidelines are available on HR Simple Solutions

#### **6.2 Duties and Powers**

Whilst this Agreement remains in effect, you shall:

- (a) devote the whole of your working time, attention and skill to the business of the Company (or any Group Company, if required) unless prevented by incapacity or as otherwise agreed by the Company in writing;
- (b) faithfully and diligently perform any duties and properly exercise any powers that may from time to time be given or assigned to you and obey all reasonable and lawful instructions issued by or on behalf of the Company;
- (c) use your best endeavours to promote and protect the interests and welfare of the Company, , the Group and any Group Company;

- (d) comply with any rules, regulations, policies and procedures of or issued by the Company, or any Group Company from time to time;
- (e) promptly disclose to your line manager / HR Manager any information which comes into your possession which may adversely affect the Company, the Bank, the Group or any Group Company;
- (f) if and so long as the Company requires, without any further remuneration, carry out your duties on behalf of any Group Company and act as a director or officer of any Group Company;
- (g) keep your line manager at all times promptly and fully informed (in writing if so requested) of your conduct of the business of the Company, and any Group Company and provide such explanations in connection with it as your line manager may require; and
- (h) disclose all circumstances in respect of which there is, or may be, a conflict of interest between you and the Company or any Group Company and any material breach or default of your obligations under this Agreement; and
- (i) without prejudice to the obligations and duties set out above, comply with your Legal Duties.

## 7. Remuneration

- 7.1 Your Total Employment Compensation will be **Rs.33000/- (Rupees Three Hundred Thirty Thousand Only) per annum** which includes Basic Salary of **Rs. 13200/- (Rupees One Hundred Thirty Two Thousand Only) per annum**. This will be payable monthly in arrears normally on 26<sup>th</sup> day of each calendar month (or where the 26<sup>th</sup> falls on a non-working day, payment will normally be made on the last preceding working day): Your Total Employment Compensation shall be inclusive of any fees to which you may be entitled and shall be subject to appropriate Income tax and other statutory deductions as applicable
- 7.2 Your base salary will be reviewed annually. Any increase will be at the sole discretion of the Company which will be notified to you in writing and will take effect as notified by the Company.

## 8. Discretionary variable compensation

You are eligible to participate in the Group's discretionary Annual Performance Plan ("the Plan"). Any awards paid under the Plan will depend on a number of factors including your own performance, the performance of your team, the business and the Group, and your adherence to the Bank's stated values and sound risk management principles.

- 8.1 Approved discretionary performance awards are normally paid in March following the performance year to which they relate. Any award made will be pro rated depending on your employment commencement Date, although you will not be eligible for an award for a given performance year if your employment commences on or after 1 October. The Company retains absolute discretion as to the size of the award to be made under the Plan (if any). The Company reserves the right to end or amend any aspect of the Plan at any time at its sole discretion without replacement or compensation.
  
- 8.2 Any performance award is also subject to: (i) your being in employment on the date that the award is made; and (ii) neither party having given notice to terminate your employment on the date that the award is made. For the avoidance of doubt, no payment under a discretionary plan will be made to any employee who is serving notice (whether actively or on garden leave) as at the relevant award date. Any deferred cash awards which have not vested by the Termination Date will be forfeited by you on the Termination Date except as set out in any relevant rules.
  
- 8.3 Any tax liabilities arising from the performance award referred above will be for your own account. All awards are non-pensionable.
  
- 8.4 Sharesave plan

Details of sharesave are also available on iConnect including the relevant date eligibility criteria.

#### 8.5 Other share plan related provisions

During your employment, you may become eligible for consideration for participation in one of the Group's share plans as are from time to time in place. Grants or awards under such plans will be made only if you are employed with the Company at the time of grant or award and not under notice (whether given by you or the Company). The level of your participation (if any) is at the sole discretion of the Company and if you receive a grant or award under a plan in any one year, this shall not give rise to a contractual entitlement to a grant or award in future years. Further details of any plan currently operated by the Company would be available, following the commencement of your employment, on the share plan website on iConnect, the Group's intranet.

The Company's share plan rules in force from time to time may include conditions relating to the basis on which you may retain share awards after your Employment terminates, which are in addition and distinct to any post-termination restrictions set out in clause 19 below.

Any participation in any share plan and your participation (if any) shall always be subject to the relevant share plan rules from time to time. Copies of any relevant current rules are available on request or on iConnect. The Company and any Group Company reserve the

right to end or amend any aspect of any share plan at any time at its or their sole discretion without replacement or compensation.

## **9. Pensions and benefits**

- 9.1 You will be eligible for the following Retirement Benefits:  
 These are amounts that are contributed by the company towards Provident & Gratuity Funds. Provident Fund is computed at 12% of the basic salary as employer's contribution. Employer's contribution towards Gratuity is approximately 4.81% of the basic salary. The company will make the contributions to respective Funds, out of your TEC. However, disbursement of benefits from the Funds will be governed by the respective Rules of the Trust/Fund/Scheme and any amendments to applicable laws, rules and regulations from time to time.  
 The above benefits are provided on retirement or cessation of employment or death in service subject to the prevailing Trust Deed and Rules of the Retirement Schemes.  
 Further details on the retirement policy are available on HR Simple Solutions
- 9.2 You will be covered under Company's Medical Insurance Policy. and Out Patient Health care Benefit. For further details on the policy please refer to the HR Simple Solutions
- 9.3 **Group Life & Personal Accident Scheme**  
 You will be covered by the Group Life & Personal Accident Scheme from your Date of commencement date. Under this scheme, in case of any unfortunate occurrences in your life like Death or Disability, the Company will pay you a lump sum amount which will be linked to your Total Employment Compensation. Further details on the policy is available on HR Simple Solutions.
- 9.4 The Company reserves the right to amend the terms of the above plan, including the life assurance benefits, or to withdraw both completely at its sole discretion at any time without payment to you or compensation for any such amendment or withdrawal.

## **10. Deductions**

- 10.1 The Company may deduct from any amounts due to you such tax and social security contributions or their equivalents as the Company is required to deduct by law.
- 10.2 You hereby authorise the Company to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company, any overpayments in respect of annual leave taken in excess of your entitlement.

## **11. Termination**

- 11.1 Notwithstanding any other provision in this Agreement, the Company is entitled to terminate your Employment with immediate effect and without notice or compensation where you have:
- (a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties under this Agreement; or
  - (b) committed any serious breach, or repeated or continued a material breach, of the terms of your Employment; or
  - (c) been negligent and incompetent in the performance of your duties in the reasonable opinion of the Company, or ceased to hold the qualifications necessary to carry out your work for the Company; or
  - (d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or the Company into disrepute, or which is materially adverse to the interests of the Company, any Group Company or which has irreparably damaged the working relationship between you and the Group; or
  - (e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing, or
  - (f) become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
  - (g) been disqualified or prohibited by law from holding office in the Company, , any Group Company or in any other company; or
  - (h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, the Company, or any Group Company; or
  - (i) failed or ceased to meet the requirements of any regulatory body whose consent is required for you to undertake your duties under this Agreement; or
  - (j) not satisfied the Company in respect of your pre-employment verification checks.

The rights of the Company under this clause 11.1 are without prejudice to any other rights that it might have at law to terminate your Employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by the Company in exercising such a right of termination will not constitute a waiver of it.

- 11.2 If the Company believes that it may be entitled to terminate the Employment or it wishes to investigate any matter concerning you, it shall be entitled (without prejudice to its right

subsequently to terminate the Employment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

- 11.3 The Company shall be entitled at its absolute discretion to terminate your Employment lawfully without notice (or part thereof) by paying to you a sum equal to 100% of your Total Employment Cost less retrials contribution (excluding bonus and benefits) which you receive monthly for the unexpired portion of your entitlement to notice less any appropriate deductions. You shall not be entitled to any holiday pay which may otherwise have accrued during what would have been your notice period. If the Company terminates your Employment in accordance with this clause 11.3, all of your post termination obligations contained in this Agreement (for example the obligation at clause 11.6 and the restrictive covenants under clause 191) shall be effective remain in force.
  
- 11.4 As provided for in Clause 6, You may resign from the service of the Company on submission of a resignation letter and only after having served the notice period of two consecutive months, effective from the date of receipt of the letter of resignation. During the notice period, you will not be entitled to any leave unless expressly sanctioned in advance and in writing. The Company may at its sole discretion accept payment in lieu of the unserved notice period. The company at its sole discretion may choose to relieve you any time during the course of notice period. In such an event, the company will pay for the commuted period of notice. In the event you leave the Company without the submission of a resignation letter and serving the required notice period of two months, the Company would be entitled to recover from you the amount equivalent to the salary payable to you for the said notice period you were required to serve under your terms of employment
  
- 11.5 If at any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totalling at least six (6) months in any twelve (12) calendar months, or you become legally incapable by reason of mental disorder of managing and administering your property and affairs, then the Company may at its absolute discretion terminate your Employment by giving not less than three (3) months' written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the Employment (including, without limitation, any entitlement to life assurance) shall be subject to the Company's right to terminate this Agreement and the Employment in accordance with this or any other term of this Agreement.
  
- 11.6 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of the Company, to assist the Group in cases of litigation where you have been involved in the business underlying the dispute.
  
- 11.7 During any period of notice of termination the Company:

- (a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;
- (b) may ask you to resign immediately from any offices you hold in the Group;
- (c) may exclude you from any premises of any Group Company;
- (d) shall require you to return all documents and other materials (including copies) belonging to the Company or the Group containing confidential information;
- (e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of the Company, or any Group Company; and
- (f) may appoint any other person or persons to act in your place,

provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this Agreement – both express and implied - shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good faith).

## **12. Working Hours**

Your normal hours of work are **40** hours per week with a lunch break of one hour daily, but you are expected to work such additional hours as necessary to fulfil your duties under this Agreement. The Company reserves the right to vary your working hours as necessary to meet the changing needs of the business.

## **13. Annual leave**

- 13.1 In addition to the usual public holidays, you are entitled to **21** days per calendar year paid annual leave during each year (or the pro-rated equivalent if the Employment is part-time).

The annual leave year runs from 1 January to 31 December in each year. In the year of commencement of your Employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year. Upon termination any accrued untaken holiday (or holiday taken in excess of your entitlement) will be calculated on the basis of local holiday.

For employees who are on agreed part time working arrangement, annual leave entitlement will be pro-rated based on the number of hours worked

- 13.2 You must comply with the Company's policies and procedures relating to annual leave entitlements, including the Group policy on "block leave," which may be issued from time to time.
- 13.3 You must give reasonable notice of any holiday you wish to take. Holiday requests must be approved by your line manager. Such requests will normally be approved, but from time to

time business requirements and other leave requests granted during the same period may make it necessary for the Company to refuse your request.

#### **14. Sickness and other absence**

- 14.1 You must notify your immediate line manager on the first day of any sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for three consecutive days or more (including weekends) you must submit a doctor's certificate to the Company. On your return you must record your absence through the Peoplesoft online management system.

#### **15. Financial Regulatory Legislation and Outside Business Interests**

- 15.1 You must comply with all relevant laws, regulations, rules of any applicable regulator (including the the Financial Conduct Authority and the Prudential Regulation Authority) and policy of the Group, in relation to the business of the Group.
- 15.2 Your attention is drawn to the Bank's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing. Further information can be obtained from Control Room Operations at [\[PersonalDealing1@sc.com\]](mailto:[PersonalDealing1@sc.com]).
- 15.3 Except with the prior written consent of [Regional Control Room], you will not during your Employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of the Group.
- 15.4 You shall not introduce to any other person, firm, bank or organisation, business of any kind which the Group is able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefits to [Regional Control Room] and obtaining its approval thereto.

#### **16. Monitoring Practices and Use of the Group's Systems**

- 16.1 By signing this Agreement, you acknowledge that access to the Group's computer and telephone systems is provided for business purposes and may be monitored to protect its legitimate business interests, comply with legal and regulatory obligations and ensure compliance with Company and Group Policies, Procedures & rules.
- 16.2 You must comply with all Group policies and procedures and any reasonable instructions which relate to use of the Group's Information Technology (IT) systems, including privately owned systems used for the Group's business.

#### **17. Confidential Information and Group Documents**

17.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to the detriment or prejudice of the Company, and/or any Group Company:

- (a) divulge or communicate to any person, company, business entity or other organisation; or
- (b) use for your own purposes or for any purposes other than those of the Company, or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of:

any Confidential Information concerning the business or affairs of the Company, and/or any Group Company which have come to your knowledge during your Employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

17.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software storage media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of the Company, or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company, or the relevant Group Company; and
- (b) shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to the Company or to the relevant Group Company (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by the Group) on demand and in any event on the termination of the Employment.

17.3 Nothing in this Agreement shall preclude you from making a disclosure under the Group "Speak-Up" Policy which is available on iConnect.

## **18. Intellectual Property**

18.1 You agree that any Intellectual Property created by you in the course of your Employment or in any way affecting or relating to the business of the Company, or any Group Company or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of the Company, or such Group Company as the Company may direct and you hereby waive any moral rights you may have in such Intellectual Property. To the extent that they do not automatically vest in the Company, or such Group Company as the

Company may direct by the operation of law, you hereby assign absolutely to the Company, or such Group Company as the Company may direct all past, present and future rights in any such Intellectual Property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 19 shall be construed as limiting or excluding the rights of you or the Company or under applicable legislation relating to employee created Intellectual Property.

18.2 You further agree that in relation to Intellectual Property owned by the Company, or such Group Company as the Company may direct in accordance with clause 19 above you will:

- (a) assist the Company (including signing any necessary forms or other documentation) in connection with any application or prosecution thereof to register such Intellectual Property made by the Company, or Group Company in any jurisdiction in the world; and
- (b) assist the Company, or the Group Company in connection with any action to protect or assert its rights in any such Intellectual Property or in defending the Company, or the Group Company against any allegation that such Intellectual Property infringes the Intellectual Property of a third party in any jurisdiction in the world.

#### **19. Restrictive Covenants**

19.1 You hereby undertake to the Company that you shall not during YOUR EMPLOYMENT OR DURING the period of six (6) months (or twelve (12) months in relation to clause 19.1(c)) following the Termination Date (the “**Relevant Period**”), without the prior written consent of the Country Head of HR, whether by yourself or through employees, agents or any other person and whether on your own behalf or on behalf of or in conjunction with any other person, firm, company or other organisation, directly or indirectly, in competition with the Company or any Group Company

- (a) (i) solicit any Client or encourage or induce any Client for Restricted Services or (ii) encourage or induce any Client or Prospective Client to terminate or limit their business relationship with the Company or any Group Company;
- (b) have any material business dealings concerning Restricted Services with any Client or Prospective Client;
- (c) solicit, induce, entice or procure any Senior Person to leave the Company or any Group Company whether or not any such person would thereby be committing a breach of contract; or
- (d) interfere with the relationship between the Company and a Restricted Supplier.

- 19.2 The Relevant Period shall be reduced by any period of garden leave which you may be requested to take under this Agreement, immediately prior to your Termination Date.
  
- 19.3 You hereby covenant with the Company (for itself and as trustee for any Group Company to which you provide services or with which you are concerned during the Employment) in terms identical to those contained in clause 19.1 save that references to the "Company" shall for the purposes of this clause 19.3 be deemed to be read as references to each relevant Group Company. Without prejudice to the foregoing, you will on the Company's request promptly enter into a deed of restrictive covenants in a form acceptable to the Company with any such Group Company in order to give such Group Company the same protection given to the Company pursuant to clause 19.1 above.
  
- 19.4 If you receive from any person an offer of employment or engagement (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or the continuance of any of the restrictions set out in this clause 20, you shall make the substance of the restrictions contained in clauses 18, 19 and 20 known to the person making such offer.
  
- 19.5 You hereby undertake to the Company that you will not at any time:
  - a) during the continuance, or after the termination, of the Employment or the Agreement engage in any other trade or business or be associated with any other person, firm or company engaged in any trade or business using or incorporating the name(s) "Standard Chartered" / "Scope International" ; or
  
  - b) after the termination of the Employment or the Agreement claim, represent or otherwise indicate any present association with the Company or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company or any Group Company to its or their detriment.

#### **20. Obligations on Termination**

Upon termination of your Employment with the Company (for whatever reason) or where the Company exercises its powers pursuant to clause 11.7, you shall:

- (a) without compensation resign from all offices held by you in any Group Company and shall transfer to the Company without payment or as the Company may direct any qualifying shares held by you as nominee for the Company ;
  
- (b) return immediately all and any property belonging to the Group and delete any information relating to the business of the Group that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;

- (c) comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform the Company of relevant computer passwords used by you; and
- (d) immediately repay all outstanding debts or loans due to any Group Company.

## **21. Grievance, Disciplinary and Performance Procedures**

Details of the applicable non-contractual Grievance Procedure and non-contractual Disciplinary and Performance Procedures are available on iConnect.

## **22. Data Protection**

- 22.1 You consent to the Company and any Group Company processing your personal data for the purposes of and in connection with your Employment, for the Company's and the Group's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition you consent to the Company and the Bank processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that the Company and any Group Company may, when necessary for these purposes, make such data available to other Group Companies, to their advisers, to their agents, to parties providing products and/or services to the Company or any Group Company (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to any customer or business contact if necessary for the Company's or the Group's business operations, to regulatory and tax authorities, to any potential purchasers or merger partner of the Company or any Group Company or their business or subscriber to the Group's shares or as required by law.
- 22.2 Your details will be available to authorised personnel in any country in which the Company or any Group Company operates, which may involve transfer of your details to other parts of the Group, its agents or service suppliers, located in countries that do not have data protection legislation equivalent to the United Kingdom. However, the data will continue to be treated as confidential and kept in accordance with the relevant Group security standards and in accordance with applicable laws.
- 22.3 During the continuance of your Employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your Employment with the Company, you process personal data (whether relating to prospective, current or future employees of the Group at any time, clients or customers of the Group or any persons) you will comply at all times with relevant legislation.

## **23. Group Code of Conduct & Other Policies**

- 23.1 It is a term of this Agreement that you comply with the Group's Code of Conduct and the Group Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code of Conduct and the policies are available on the Group Policies & Procedures site on iConnect) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.
  
- 23.2 If local requirements are stricter than the Group Code of Conduct they must be followed. Copies of other HR policies and procedures are also contained on iConnect, and you should familiarise yourself with all such policies. You are required to comply with all Company and applicable Group policies and procedures whether set out on iConnect, in employee handbooks or in any other format as published from time to time. The Company may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit. Breach of these policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation.
  
- 23.3 There are no collective agreements in force affecting the Employment.

#### **24. Entire Agreement**

- 24.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your Employment, which shall be deemed to be terminated by mutual consent with immediate effect.
  
- 24.2 You acknowledge that you have not entered into this Agreement in reliance upon any warranty, representation or undertaking which is not set out in this Agreement.

#### **25. Variation**

The Company reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

#### **26. Severability**

The parties agree that the provisions of this Agreement are separate and divisible and if any clause or provision of this Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

#### **27. Relevant Law**

- 27.1 This Agreement takes effect under, is governed by and is to be interpreted according to the laws of India.

27.2 The Company and you both hereby submit to the exclusive jurisdiction of the Indian courts but this Agreement may be enforced by the Company and/or the Group Company in any court of competent jurisdiction.

#### **28. Third Party Rights**

No person who is not a party to this Agreement shall have any rights to enforce its provisions except that the benefits conferred by the rights under clauses 11.6, 178, 19 and 20 may be enforced by the Company and/or any Group Company, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any Group Company.

#### **29. Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

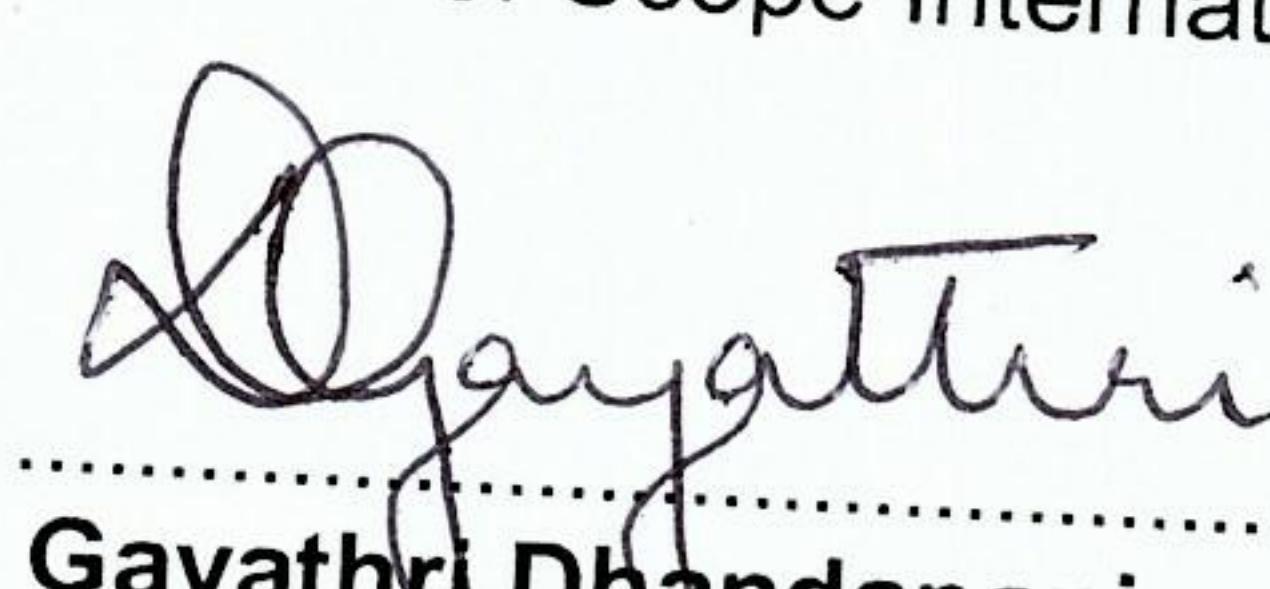
Attached to this agreement is a Joining Docket. Kindly read through these documents and comply with the requirements contained therein

Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter by **January 20, 2014** to **Balagurusamy, Devishree** at the address given below. This offer is conditional on you having returned a signed copy of this agreement by **January 20, 2014** and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with the Company.

For and on behalf of Scope International Private Limited

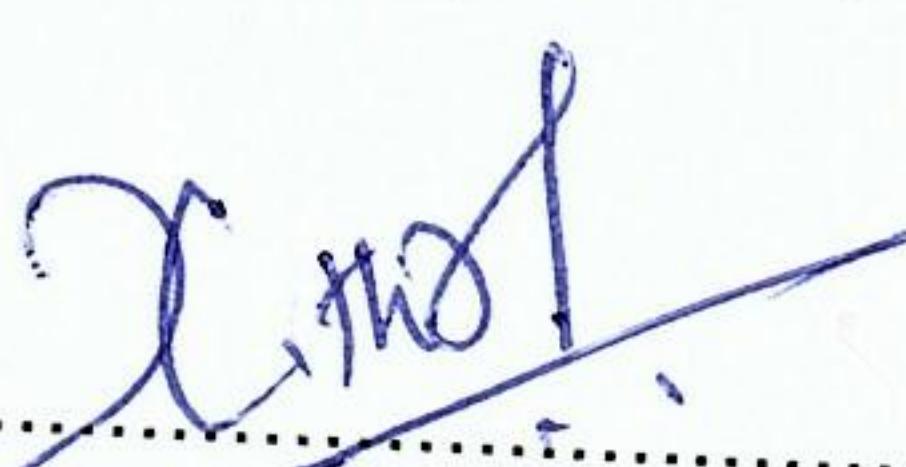
Signed .....

  
.....  
**Gayathri Dhandapani**  
**Talent Acquisition Manager**

Dated .....

I acknowledge receipt of this Contract of Employment and agree to the terms and conditions set out above.

Signed .....

  
.....  
Dated..... **17-Feb-2014**