

PRIVATE & CONFIDENTIAL

30 July, 2019

Mr. Pritesh Patel
C2-302, Nisarg Nirmity Society
Beside Reliance Fresh, Kokane Chowk
Pimple Saudagar, Pune 411027

Dear Pritesh,

We are pleased to offer you employment as a member of the staff of Credit Suisse Services AG, Pune Branch (The "Company") on the terms and conditions set out below.

In the course of your employment with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this contract of employment, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and / or its affiliates.

Your employment with the Company will be subject to a probationary period of three months. If at any time during the probationary period your performance is not deemed satisfactory, the Company may terminate your employment, as set out in "Termination" section below.

Location:

Your principal place of work will be in the Company's offices in Pune. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Exempt Non Officer, Group Information Technology

Commencement Date:

Your employment will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") and in any event no later than 7 October, 2019. Your Commencement Date is also subject to the grant and issue of a valid employment visa, where applicable.

Compensation:

Your starting Base Salary will be INR 1,800,000 per annum. Your Base Salary will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Your Base Salary will be made up of the following components:

Annual Basic Salary	INR	1,188,000
Annual Flexible Compensation	INR	612,000

Base Salaries are reviewed annually. The timing of salary review remains entirely at the discretion of the Company. It is possible that your Base Salary including all of the components that make up your Base Salary will remain unchanged following a review.

Notwithstanding the foregoing, you agree that the Company may make changes to the components of your Base Salary at any time in its sole discretion or in accordance with any changes made to the relevant income tax regulations.

Any changes to your Base Salary will be notified to you in writing.

Discretionary Variable Incentive Award:

In addition to your Compensation above, you may be eligible for consideration to receive an annual discretionary variable incentive award ("Award"). Your eligibility to receive an Award and, in the event that you are granted an Award, the amount of that Award shall be determined on the basis of factors determined by the Company in its absolute discretion. Such factors may include: the performance and profitability of the Company and its affiliates, your division and your department; your individual performance, conduct and contribution; and the strategic needs of the Company and its affiliates.

The amount that you may have received from the Company as an Award in any prior year(s) is not a determining factor in the Company's consideration of whether or not you will receive an Award, or the amount thereof, in any succeeding year(s). The decision whether to pay any Award or not, the amount thereof or the form that Award may take, and the date for payment of Awards, remains entirely at the discretion of the Company.

Any Award paid to you may, at the discretion of the Company, include one or more of the following items:

- (a) A cash payment to you, net of any applicable withholdings and in accordance with the policies prevailing in the Company at the date of such payment with respect to payment of Awards (including without limitation, policies relating to payments in foreign currencies); and/or,
- (b) A deferred award, in the form of cash or another instrument, including, but not limited to an award under the Credit Suisse Group AG Master Share Plan, in accordance with the terms of the relevant plan or programme generally applicable to employees at your level, and subject

to vesting, forfeiture and other terms of the applicable plan or programme and any other applicable rules as amended from time to time.

To be eligible to receive an Award, you must on the payment date of such Award, be employed by the Company, have satisfactorily completed any probationary period, and you must not have, either given or received notice terminating your employment with the Company for any reason whatsoever. For the avoidance of doubt and without limiting the generality of the foregoing, if at any time before the payment date of any Award, for any reason your employment with the Company terminates, or you have given or received notice terminating your employment with the Company, you will not be entitled to any pro-rata amount of such Award.

Annual Leave:

You will be entitled to 21 days' annual leave for each completed year of service, pro-rated for periods of service less than a full year. In addition, you will be entitled to all public holidays approved for the Company. Your annual leave entitlement for the first and last calendar year of your employment will be pro-rated according to your Commencement Date and termination date respectively. Annual Leave entitlement which is not used in the year it is accrued may only be carried forward into the following calendar year strictly in accordance with the Company's prevailing policy. Unused annual leave may be forfeited by the Company at any time to the extent permitted by applicable law. All annual leave days taken will be deducted first from your statutory entitlement accumulation. Further conditions relating to annual leave are set out in the Employee Handbook - India. The terms of this section will prevail in the event of any inconsistency with the Employee Handbook. You must comply with the Company's Required Leave Policy.

Other Benefits:

You will be entitled to the additional benefits identified in the attached Schedule.

Taxation:

The Company shall be responsible for withholding and making due payment of income taxes levied on your employment income and accordingly, the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this contract of employment.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Termination:

During the first month of the probationary period, either you or we may, with immediate effect by notice in writing to the other party, terminate your employment with the Company. During the remainder of the probationary period, either you or we may terminate your employment with the Company by giving not less than 15 days' notice in writing to the other party.

Thereafter you may or we may terminate your employment with the Company for any reason by giving either 90 days' notice in writing to the other party in the case where you are a Managing Director at the time of giving such notice, or 60 days' notice in writing in all other circumstances. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of salary you would have otherwise been paid for the unexpired notice period.

Notwithstanding the foregoing, if the Company terminates your employment for Cause, no notice will be required. With regard to references in this letter to termination for Cause, 'Cause' shall mean: (i) wilful misconduct or gross negligence in the performance of your duties; wilful and continued failure or refusal to perform any duties reasonably requested in the course of your employment with the Company (other than a failure resulting from your disability, as defined in the Company's long-term disability plans applicable to you); or (ii) fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company, its parents, its affiliates, its subsidiaries, its business units, its divisions or its or their business or reputation, including, without limitation, your violation of any policies of the Credit Suisse Group applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or (iii) a material breach by you of this agreement including engaging in competitive activity or in the direct or indirect hiring or solicitation of employees in violation of any applicable contract, agreement, directive or policy; or in the direct or indirect solicitation of customers or clients of the Credit Suisse Group in violation of any applicable contract, agreement, directive or policy; or disclosing Confidential Information in violation of any applicable contract, agreement, directive or policy; or a failure by you to give notice of a resignation as required by any applicable contract, agreement, or policy.

During any notice period (whether you or the Company has given notice) you will, pending the termination of your employment with the Company, continue to be an employee subject to your fiduciary duties and other obligations as an employee of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue to receive salary (but not any other compensation that accrues or becomes payable during such period) and to participate in all benefit plans for which you are enrolled until the actual date of your termination.

You may, at the Company's option, be required during all or part of the notice period to remain away from your place of work or any other premises of the Company or any other corporate entity within the Credit Suisse Group and/or not to undertake all or any of your duties of employment (the "Garden Leave").

During any Garden Leave:

- (a) you will if requested resign forthwith from any directorships, appointments or offices you may hold in the Company, or any other corporate entity within the Credit Suisse Group or

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with such other entity, society, club or association to which you may have been appointed to in connection with or pursuant to your employment, and until the termination of your employment accept, take direction and adhere to any instructions from the Company with regard to such directorships, appointments or offices;

- (b) you agree not to contact or communicate in relation to any business matter (whether or not relating to the Company or any other corporate entity within the Credit Suisse Group) with any customers, clients or business connections of the Company or any other corporate entity within the Credit Suisse Group, unless so directed or authorized by the Company;
- (c) you agree not to contact or communicate in relation to any business matter (whether or not relating to the Company or any other corporate entity within the Credit Suisse Group) with any employee, officer, director, agent or consultant of the Company or any other corporate entity within the Credit Suisse Group, unless so directed or authorized by the Company;
- (d) the Company may, at its absolute discretion, appoint another employee of the Company to carry out some or all of your duties;
- (e) you will not contact or communicate with any employee, officer, director, agent, consultant, customer, client or business connection of the Company or Credit Suisse Group or do any other act if such contact, communication or act is in default of your Non-Solicitation restraints (a) to (e);
- (f) you will not remain or become involved in any aspect of the business of the Company or any other corporate entity within the Credit Suisse Group except as required by the Company or any such other corporate entity;
- (g) you will not without the prior consent of the Company, be employed or otherwise engaged in the conduct of any activity, whether or not of a business nature;
- (h) you will return to the Company all documents and other materials belonging to the Company or any other corporate entity within the Credit Suisse Group;
- (i) all other terms and conditions of this contract of employment shall remain in full force and effect save as varied by this section. For the avoidance of doubt, and without prejudice to the generality of this sub-paragraph (h), you agree and acknowledge that your implied obligations of good faith and fidelity which you owe to the Credit Suisse Group will continue in full force and effect during the Garden Leave.

Non-solicitation:

For the Relevant Period commencing upon and following the Termination Date, you shall not whether on your own behalf or in conjunction with or on behalf of any other person, firm, company organisation or any other entity (and whether as director, shareholder, principal, consultant, agent, partner, employee, contractor or otherwise) directly or indirectly:

- (a) solicit, induce or encourage any Restricted Person, to leave the employment of, or to cease to provide services to, the Company or CS or to accept employment with, or provide services to, any other Person (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (b) employ or engage or participate in the employment or engagement of any Restricted Person in the same or a similar field of work in which they were previously employed or engaged by the Company or CS, in competition with the Company or CS (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (c) solicit, induce or encourage any Client: (i) to cease to use the services or products of the Company or CS and/or (ii) to use the services or products of any Person who competes with the Company or CS; and/or to otherwise interfere with the relationship which the Company or CS maintains with a Client and/or to discuss with any Client the present or future availability and/or provision of services or products of any Person who competes with the Company or CS; or
- (d) accept a request from and/or enter into any business dealings with any Client to provide services or products of the same type as or similar to or competitive with any of the services or products supplied by the Company or CS.

For the purposes of this section / paragraph:

'Client' shall mean any Person who is a customer or client of the Company or CS (or was such a client or customer at any time within the Relevant Timeframe) and is also a Person either:

- (a) with whom you have had significant personal contact or dealings in the course of your employment with the Company in the Relevant Timeframe; and/or
- (b) with whose custom or business you were involved in the course of your employment with the Company in the Relevant Timeframe; or
- (c) in respect of whom you have had access to Confidential Information in the Relevant Timeframe (provided that this information remained confidential beyond the Termination Date and could be used by you to obtain business from the Person);

'Client' shall also include any Person with whom the Company or CS were in negotiations or discussions (including tender proposals) in which you were involved and/or with whom you had significant personal contact or dealings and/or in respect of whom you have had access to Confidential Information at any time in the Relevant Timeframe regarding that Person becoming a customer or client;

'Person' means an individual person, corporation or other entity (whether or not having separate legal personality);

'Relevant Period' means (a) 90 days, in the case where you are a Managing Director, Director, Vice President or Associate immediately preceding the Termination Date, and (b) 30 days, in all other circumstances;

'Restricted Person' means any Person who is employed or otherwise engaged by the Company or CS (or was so employed or engaged at any time during the Relevant Timeframe) and with whom you worked or had significant personal contact in the course of your employment with the Company during the Relevant Timeframe PROVIDED THAT in the course of that Person's employment or engagement, the Person also dealt with or was responsible for customers or clients of the Company or CS, and/or had access to the Confidential Information of the Company or CS, and/or was part of the senior management team of the Company or CS and/or held the post of relationship manager, investment consultant or any similar sales-related post in the Company or CS;

'Termination Date' means the date upon which your employment with the Company ceases, irrespective of the reason for or manner of the cessation; and,

'Relevant Timeframe' means the last twelve (12) months of your employment with the Company, or if you have been employed for less than twelve (12) months, that period.

Scope of Restraints:

You agree that the Non-Solicitation restraints above (together, the "Restraints") are reasonable and necessary in all the circumstances for the protection of the Company's or CS's confidential information, proprietary interests, client relations, and all other legitimate business interests of the Company or CS and that, having regard to those interests, the Restraints do not work unreasonably on you.

Further, you agree that:

- (a) the various provisions of the Restraints each constitute an entirely separate and independent covenant and that if any part of them is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions of the Restraints; and,
- (b) if one or more of the Restraints should be held by the court to be illegal, invalid or unenforceable for any reason whatsoever but would have been held valid if part of the wordings had been deleted or the period reduced or the range of activities reduced in scope, the said Restraints shall apply with such modifications as may be necessary to make them valid and effective.

For the avoidance of doubt, the Restraints shall apply in relation to all Clients and Restricted Persons in respect of whom they are expressed to apply notwithstanding that such Clients and

Restricted Persons may have been introduced to the Company or CS by you (or any person under your control) before or during your (or that person's) employment with the Company.

Remedies:

You acknowledge that damages may not be an adequate remedy for breach of the Restraints by you, and that the Company may also, or alternatively seek injunctive or equitable relief for your breach or potential breach of any of the Restraints.

Suspension:

The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company may exercise the right to suspend at any time (including during a period of notice terminating your employment) and may do so as a disciplinary measure, pending the completion or continuance of any internal investigation or for any other reasons, in accordance with applicable laws and regulations. During the suspension, you will remain an employee of the Company subject to the obligations under this contract of employment and may receive either full, part or no pay, as determined by the Company.

Obligation to Co-operate:

You agree that during your employment with the Company and following the termination of your employment, you will co-operate with, and make yourself available to the Company or any other member of the Credit Suisse Group in connection with any pending or future internal investigation, governmental or regulatory investigation or proceeding (including but not limited to, the investigation by the NY DFS Monitor) and in the prosecution or defence by the Credit Suisse Group of all claims, demands, suits, actions, proceedings and causes of action brought against or by third parties ("Proceeding") and howsoever arising, including (without limiting the generality of the foregoing), interviews with counsel to the Credit Suisse Group, making affidavits or signed statements and giving oral evidence where this evidence may be necessary or desirable in any Proceeding. The Company covenants upon reasonable request to reimburse you for all reasonable costs and expenses incurred by you in connection with any such Proceeding after the termination of your employment with the Company.

Background and Other Checks:

By signing and returning this contract of employment, you represent and agree that:

- (a) except as disclosed in writing to the Company prior to the date hereof, you have no criminal record and there are no civil or criminal proceedings outstanding against you;
- (b) except as disclosed in writing to the Company prior to the date hereof, you have not been fined, censured or disciplined by any regulatory body in the banking or financial markets industry or by any stock exchange;
- (c) you are not currently, and have not previously been, disqualified from acting as a director;

- (d) you have not failed to disclose or misrepresented to the Company or any of its affiliates any information, which the Company in its sole and absolute discretion deems to be material for the purposes of this contract of employment; and
- (e) you are free to enter into this contract of employment and to take up employment with the Company on the Commencement Date and that except as disclosed in writing to the Company prior to the date hereof, you are not subject to any agreement, arrangement or restriction affecting your right to compete with your former employers or any other person, or to solicit clients to transfer business away from or employees to leave the employ of, your former employers or any other person, or in any way restricting you from performing the obligations referred to in this contract of employment;
- (f) you have not requested, solicited or encouraged, and will not request, solicit or encourage, any employees or customers or clients of your former employers to join the Company or to leave your former employers in violation of any agreement or arrangement with your former employers or any common-law obligation or other duty owed to your former employers; and,
- (g) you are not resigning, being discharged or being permitted to resign (and you have not resigned, been discharged or been permitted to resign) from your former employer after allegations were made that accused you of violating any policies and you were not otherwise disciplined while employed at your former employers for allegations that you violated any policies.

In addition, by signing and returning this contract of employment, you give your irrevocable consent to the Company (or any person acting on behalf of the Company) conducting such checks and investigations as the Company in its sole and absolute discretion deems necessary in order (i) to verify the matters covered by the representations set out above; and (ii) to determine your suitability for employment with the Company. You undertake to take such actions as may be necessary or desirable in the reasonable opinion of the Company to assist all such checks and investigations.

You shall, upon a request by the Company, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for the Company to verify the matters covered by the representations set out above. This contract of employment is conditional upon the Company receiving, and being satisfied with, such references and additional information including relevant visas and regulatory licences.

The Company has the right to terminate this contract of employment without notice and/or your employment for Cause without notice if it subsequently discovers or determines in its sole discretion that (1) any of the above representations (a) to (g) were untrue as at the date on which you counter-sign this contract of employment or (2) the results of its background checks and investigations referred to above are not satisfactory.

Your commencement of employment with the Company is strictly conditional upon and cannot take place until the Company has completed, and is satisfied in all respects with the results of, its background checks and investigations pursuant to this section.

Registrations and Licences:

If your job requires you to perform regulated activities, your employment will be conditional upon you satisfying any applicable licensing or certification requirements. This may include the requirement to obtain certain certifications, pass any necessary examinations and/or receive relevant regulatory approval in respect of any license application. In addition, you will also have to meet any applicable continuing examination and/or certification requirements, as required. Failure to successfully obtain or complete any necessary licensing or certification(s) requirements may result in the termination of your employment.

Confidentiality:

The terms of this contract of employment and of any on-going salary and compensation payments made to you from time to time should not be disclosed to any entity, organization or person or discussed with any employee of the Credit Suisse Group except your immediate manager and the Human Resources department.

During the course of your employment with the Company, you will acquire information in oral, written and/or electronic form, whether recorded or otherwise, that is of a confidential or proprietary nature (the "Confidential Information"). Confidential Information includes (without limitation) all non-public information that is either developed by or for the benefit of the Company or CS, and which pertains to the business, clients, customers, counterparties, shareholders, employees, policies, procedures, financial condition, earnings, prospects or trade secrets of the Company or CS. Confidential Information shall also include, without limitation, any work product developed by you, either singularly or jointly with any other person(s) that is based on, or incorporates, Confidential Information.

You are required to maintain the confidentiality of Confidential Information and by signing this contract of employment as provided below you acknowledge and confirm that you will not, at any time during or after the termination of your employment with the Company, except as required by law, for any reason disclose any Confidential Information to any persons other than (a) those who are employees of the Company or CS and need to know or whose business it is to know the same, (b) third parties if such disclosure is necessary in connection with the legitimate business of the Company or CS, or (c) with prior written approval of the Company. Furthermore, you will not, during or after the termination of your employment with the Company, attempt to use Confidential Information to the detriment or prejudice of the Credit Suisse Group or for personal gain or the gain of a third party.

You represent, warrant and agree that you will not improperly use or disclose to the Company for its benefit or enter into the Company's electronic systems any confidential information (including without limitation, client lists and client-sensitive information such as information relating to client accounts and transactions) or trade secrets which are proprietary or belong to (i) any former or current employers or (ii) any other person to whom you owe an obligation of confidentiality. You must not bring onto the premises of the Company any materials which contain such confidential

information or trade secrets, any unpublished documents or property belonging to any person referred to in either (i) or (ii) above unless consented to in writing by such person.

Intellectual Property:

All Intellectual Property developed, created or used by you or with your assistance during your employment with the Company in the context of the business of the Credit Suisse Group or any related activities shall be and at all times remain the property of the Company.

You agree not to use the Intellectual Property in any way other than for the purpose of performing your duties for the Company.

You further agree that you will at the request and expense of the Company at any time during or following the termination of your employment with the Company:

- (a) give and supply all such information and assistance to the Company to enable the Company to use the Intellectual Property to its best advantage;
- (b) forthwith deliver to the Company any and all materials and media (including any copies thereof) containing the Intellectual Property; and,
- (c) sign, execute and/or acknowledge any and all such documents and perform any and all such acts as may be necessary, useful or convenient for the purpose of securing to the Company patent, copyright, trade secret or other proprietary protection for the Intellectual Property throughout the world.

"Intellectual Property" means copyrights, patents, trademarks, design rights, service marks, inventions, programs, software (both source and object code), specifications, documentation, developments, designs, algorithms, procedures and enhancements to such products arising or existing anywhere in the world.

Removal of Property:

Prior to the termination of your employment with the Company, you must return to the Company (in the absence of prior written approval of the Company to do otherwise) any documents, proposals, correspondence, analyses, writings, papers, memoranda, records, notes, reports, recordings, computer programs, computer schedules, computer tapes, computer disks, client lists or any other materials based on or containing information that is of a confidential or proprietary nature to the Company or CS; and all other documents, correspondence, manuals, security passes, keys and any other items whatsoever which may be in your possession, custody or under your control and which belong to the Company or CS.

Non-Disparagement:

Except as may be required by law, you shall not, at any time during or after the termination of your employment with the Company, make any comments or statements to the press or other media, employees of the Company or CS, or any individual or entity with whom the Company or

CS has a business relationship or any other person or entity if such comment or statement might adversely affect the business of the Company or CS, or any of its plans or prospects or the business reputation of the Company or CS or any of its employees.

Further, you shall not, at any time during or after the termination of your employment with the Company, defame, criticize or disparage the Company or CS, the past, current or future employees of the Company or CS, or its products, services and proprietary information in any medium or to any person or entity, except as may be required by law or subpoena.

Company Policies:

You acknowledge that the rules, regulations, policies and procedures of the Company as they may be published or amended from time to time (the "Company Policies") (including without limitation, as specified in the Employee Handbook - India (the 'Employee Handbook')), form directions from the Company with which you are required to comply. Without limiting the generality of this paragraph, we draw your attention to the Credit Suisse Group's Code of Conduct and the Company's policies on Personal Account Trading and Outside Business Activities that impose restrictions on employees during the course of their employment entering into certain transactions on their own account or maintaining or entering into business arrangements that they may otherwise wish to maintain. Please contact the Company's Human Resources Department if you require further information on these or any other policies.

You further acknowledge that the Company Policies and / or Employee Handbook do not form part of the terms and conditions of this contract of employment and that the Company may supplement, amend or withdraw the Company Policies and/or Employee Handbook at any time, with or without notice to you. Nothing contained in the Company Policies or Employee Handbook shall limit the Company's right to terminate your employment in accordance with the 'Termination' section above.

You will be provided with a copy of the Employee Handbook either in hard copy or through an electronic link upon the Commencement Date; however, you may request a copy at an earlier time. You will be required to acknowledge that you have read, and you understand and accept the terms of the Employee Handbook. Where there is any inconsistency between the terms of the Employee Handbook and this contract of employment, the terms of this contract of employment will prevail.

Severability:

If at any time any one or more of the provisions contained in this contract of employment shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

Other Agreements:

This contract of employment constitutes the entire agreement between you and the Company in relation to your employment with the Company. You acknowledge and warrant to the Company

that you are not entering into this contract of employment in reliance of any representation not expressly set out herein.

Other conditions:

You expressly acknowledge and agree that you shall not under any circumstances have any claim against the Company with respect to the costs of repatriation of yourself, any of your dependents or any other members of your family, from India to your home or other alternative location and that you will solely bear any such costs.

This contract of employment is subject to the grant to you of and you maintaining the necessary employment visa and such other permission, licence or registration as may from time to time be necessary to enable you to carry out your duties and continue your employment. Furthermore, you are also required to satisfactorily complete any internal training and obtain any internal certifications which are relevant to your position as directed by the Company. If you fail to meet any of your obligations under this paragraph to the satisfaction of the Company, your employment may be terminated.

You will perform such duties and accept such responsibilities as may from time to time be assigned to you by the Company to the utmost of your ability, to promote and advance the interests of the Company. Should there be any change in your duties, responsibilities, your designation and/or your place of work, you will be notified accordingly.

You will not at any time during the continuance of your employment engage directly or indirectly in any other business or occupation, or engage in any activities to the detriment of the Company's interests.

To the extent permitted by law, the Company will be entitled at any time during your employment, and in any event, when your employment ends, to deduct from your remuneration any monies due from you. This includes, but is not limited to, any outstanding loans, advances, overpayments, relocation or education expenses and excess leave taken by you.

The Company reserves the right at any time and from time to time to add, amend revise or vary the terms and conditions of your employment by giving you written notice thereof.

Governing Law and Jurisdiction:

These terms and conditions and your employment by the Company shall be governed by and construed in accordance with the laws of India.

This contract of employment, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of seven (7) days from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this contract of employment.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Suzi Simon Veeram directly on +91 20 6738 8555 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch



Sanjay Nair
Director
Human Resources



Abhiroop Guha
Vice President
Human Resources

I accept the above contract of employment and agree to the terms and conditions set out in this contract of employment. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: _____

Employee Name: _____ Pritesh Patel _____

Date: _____

Schedule of Benefits – The Company, India

You will participate in the Employees' Provident Fund ("EPF") as set out in the Employees' Provident Fund Scheme, 1952 ("the Scheme").

In addition to the statutory minimum contributions as set out in the Scheme ("the minimum statutory amount") the Company will make voluntary contributions to the Scheme ("the voluntary amount") on your behalf. Hence, the Company's total employer contribution to the Scheme will comprise the minimum statutory amount and the voluntary amount.

As at the date hereof, the Company's total employer contribution to the Scheme is equivalent to 12% of your basic salary.

Notwithstanding the foregoing, you agree that the Company may at any time in its sole discretion change the amount of (increase or decrease) or cancel altogether its payment of the voluntary amount.

Any such changes will be notified to you in writing.

Group Insurance

Upon confirmation from our insurers on your eligibility, you will be covered under our Group Personal Accident and Term Life Insurance policy.

Outpatient Medical, Hospitalisation and Surgical and Dental Benefits

You will be entitled to the above benefits in accordance with prevailing Company policy.

Maternity Benefits

You may be entitled to maternity benefits in accordance with the *Maternity Benefit Act, 1961* (as amended from time to time) as set out in attached Appendix. You may also be entitled to maternity benefits in accordance with Company policy.

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Compensation Schedule

Components	INR
Basic Salary	1,188,000
Flexible Compensation	612,000
Base Salary	1,800,000
Performance Award Payment	Discretionary
Total Compensation	1,800,000
Provident Fund#	142,560
Medical (health benefit)^	15,000
Gratuity*	57,024
Medical Insurance Premium#	11,000
<u>Total Cost to Company (TCC)</u>	2,025,584

Provident Fund and Medical Insurance Premium: For the avoidance of doubt, these amounts will be paid by the Company directly to the Employees' Provident Fund or the relevant insurer (as the case may be), subject to applicable terms and conditions. Employees are not entitled to receive any cash payment directly from the Company in respect of these benefits.

^ Medical (health benefit): For the avoidance of doubt, employees are not entitled to receive a payment for Medical (health benefit) as part of annual compensation. An employee may only seek reimbursement up to the maximum amount stipulated in the Compensation Schedule for this benefit, subject to applicable terms and conditions.

* Gratuity: For the avoidance of doubt, employees are not entitled to receive a gratuity payment as a part of annual compensation. An employee will only be eligible to receive a gratuity payment upon the termination of his/her employment as long as all applicable satisfying the conditions for eligibility stipulated under the Payment of Gratuity Act 1972 have been satisfied. These conditions include a minimum employment service requirement with the Company. The value inserted in the Compensation Schedule is indicative only of a potential future cost to the Company.

Appendix – Maternity Benefits

The benefits that are available to women employees under the *Maternity Benefit Act, 1961* (**Maternity Benefit Act**) are set out below. Women employees of the Company may be entitled to the benefits below, subject to the specific conditions and requirements of the Maternity Benefit Act. The benefits below may be amended, repealed or replaced from time to time in accordance with the Maternity Benefit Act. For the avoidance of any doubt, the benefits below do not form part of and are not terms of your contract of employment. The Company may also provide maternity benefits under its policies in addition to those set out below.

Maternity Leave: women employees are entitled to twenty-six (26) weeks paid maternity leave, of which, not more than eight (8) weeks shall precede the expected date of delivery of the child. However, if a woman employee has two, or more than two surviving children, she is only entitled to twelve (12) weeks paid maternity leave, of which, not more than six (6) weeks shall precede the expected date of delivery of the child.

Maternity Leave for Adopting and Commissioning Mothers: women employees who legally adopt a child below the age of three (3) months and commissioning mothers, shall be entitled to twelve (12) weeks paid maternity leave from the date the child is handed over to the adopting or commissioning mother, as the case may be. A 'Commissioning Mother' is defined in the Maternity Benefit Act.

Miscarriage Leave: in cases of miscarriage, a woman shall, on production of such proof as may be prescribed, be entitled to six (6) weeks paid leave immediately following the day of her miscarriage. 'Miscarriage' is defined in the Maternity Benefit Act.

Leave for illness: a woman suffering from illness arising out of pregnancy, delivery, premature birth or miscarriage shall, on production of such proof as may be prescribed, be entitled to an additional period of up to one (1) month paid leave.

Working from Home: following a period of maternity leave, if the nature of work assigned to a woman is of such nature that she may work from home, she may be allowed to do so, for such a period and on such conditions as the employer and the woman may mutually agree.

Nursing Breaks: women employees are entitled to two (2) breaks of a prescribed duration for the purposes of nursing their child, up until the child attains the age of 15 months.

Crèche Visits: women employees are entitled to four (4) visits per day to the crèche facilities (this is inclusive of rest breaks).

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