



FIS Solutions (India) Private Limited  
CIN: U72200DL1993PTC330116  
Upper Ground Floor to 7th Floor,  
Westend Center One, Survey No. 169/1,  
Sector II, Aundh, Pune 411007, INDIA  
Tel.: 020-6729 1000  
www.fisglobal.com

5626038

**THIS AGREEMENT** is made on the date specified in **Item 1** of the Schedule hereto.

**PARTIES** The Person named and described in **Item 2** of the Schedule hereto ("**Employee**")

**AND** FIS SOLUTIONS (INDIA) PRIVATE LIMITED ("**Employer**").

#### **RECITALS**

- A** The Employer wishes to employ the Employee in the capacity specified in **Item 3** of the Schedule annexed hereto on the terms and conditions hereinafter specified.
- B** The Employee wishes to accept employment with the Employer on the terms and conditions herein contained.

#### **1. Employment and Services**

- 1.1 The Employer shall from the date specified in **Item 4** of the Schedule hereto ("**Commencement Date**") employ the Employee and the Employee shall serve the Employer and any Related Corporation of the Employer ("**Related Corporation**") in the capacity specified in **Item 3** of the Schedule hereto unless such appointment is terminated pursuant to the provisions of Clause 5 of this Agreement.
- 1.2 For the purposes of this Clause "**Related Corporation**" means a Subsidiary or a Holding Company of the Employer or any other Subsidiary of that Holding Company where "**Holding Company**" and "**Subsidiary**" have the respective meanings ascribed thereto in Section 4 of the Companies Act, 1956 as applicable in India.
- 1.2.1 You shall be on probation for a period as mentioned in **Item 6** of the Schedule hereto from the date of your joining. On completion of probation period, you shall be deemed confirmed unless your probation is extended for additional period as may be considered necessary by the company.
- 1.2.2 The Employer may terminate the employment during the probationary period by giving to the Employee one (1) weeks' notice in writing. The Employer may, in its absolute discretion make payment of salary in lieu of the whole or part of the notice period.
- 1.3 The Employee shall:
- (1) comply with the express directions and instructions given to the Employee from time to time by the Employer and carry out effectively any tasks delegated to the Employee by the Employer from time to time; and
  - (2) comply with the terms of all the mandatory compliance program and with all other policies and procedures of the Employer as amended from time to time, so far as consistent with the provisions of this Agreement



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## **2 Covenants of the Employee**

- 2.1 The Employee agrees with the Employer that the Employee shall, without derogating from any of the other duties and responsibilities specified in this Agreement:
- (1) not at any time either directly or indirectly deal with or employ any assets, stock, supplies, money, credits or other effects from time to time belonging or owing to the Employer for the Employee's own use or benefit;
  - (2) not at any time do or suffer any act or thing whereby the Employer or any of the assets or any other property of the Employer may become liable to be seized in execution, charged or affected or whereby the interests of the Employer or any Related Corporation may be prejudicially affected or impaired; and
  - (3) not during the term of this Agreement without the written permission of the Employer be engaged or interested either directly or indirectly in the conduct or operations of any business which shall conflict with the Employee's duties to the Employer.

## **3 Remuneration and Benefits**

- 3.1 In consideration of the duties of the Employee herein contained, the Employer agrees to pay to the Employee (subject to any deductions and other requirements of any relevant revenue statute including the Income Tax Act, 1961) the remuneration package value specified in **Item 5** of the Schedule hereto provided that the salary component of such remuneration package shall be payable in the manner specified in **Item 5** of the Schedule hereto.
- 3.2 The Employer may in its absolute discretion at any time at the completion of each calendar year of the employment increase the remuneration package value to the Employee pursuant to this Agreement.
- 3.3 Both the Employee and Employer shall, if required by law, make contributions in accordance with the provisions specified in the Employees' Provident Funds And Miscellaneous Provisions Act, 1952, if applicable.
- 3.4 The Employee shall during each year of this Agreement be entitled to:
- (1) Leave comprises of 13 Privileged Leaves and 14 Casual Leaves which shall be taken at a time which is mutually convenient to the Employer and the Employee provided always that this leave entitlement shall only be taken when accrued, and
  - (2) the benefit of gazetted public holidays.
- 3.5 The Employer shall provide such further benefits to the Employee (in the Employer's sole discretion) as set out in employer's Policy hereto and in accordance with the Employer's prevailing policies as the Employer (in the Employer's sole discretion) may vary from time to time.
- 3.6 Normal hours of work are forty five (45) hours per week. Subject to applicable laws, the Employer and the Employee may agree to flexi-working hours provided that the normal hours of work are forty five (45) hours per week. Subject to applicable laws, the actual hours will vary with the requirements of your position and when it is necessary to complete the Employer's daily business, to meet deadlines, or to maintain services on behalf of the Employer or its clients, you may be expected to work additional hours.



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#### **4 Secondment**

The Employee consents to the Employer seconding him/her to be employed by or carry out his/her duties pursuant to this Agreement with any Related Corporation within India.

#### **5 Termination**

5.1 This Agreement may be terminated by:

- (1) the Employer without notice and without any payment in lieu of notice if the Employee:
  - (a) is guilty of serious and willful misconduct in the opinion of the Employer;
  - (b) is guilty of any neglect or default which shall have the direct or indirect effect of causing any damage or discredit to the Employer or any Related Corporation; or
  - (c) commits a breach of any material term of this Agreement; and
- (2) Either party for any reason whatsoever upon either party giving to the other party written notice of the period specified in **Item 7** of the Schedule hereto and this Agreement and the Employee's employment shall terminate upon the expiration of the aforesaid period. The Employer may, in its absolute discretion, make payment of salary in lieu of the whole or part of any notice period given. The Employer reserves the right to require the Employee to not attend work or vary the Employee's duties during any period of notice of termination given by the Employer. However, during this period the Employee will be entitled to receive the Employee's normal salary and benefits of employment. Notwithstanding anything to the contrary contained in this Agreement, specifically in Clause 8.4, the Employer reserves the right to unilaterally modify the notice period specified in **Item 7** of the Schedule hereto as may be necessary in accordance with its policies and/or in the best interests of the Employer and its business interests. Employer has sole discretion to accept or reject any request from Employee for an early release whereby Employee has offered to pay salary in-lieu of any unserved notice period.

5.2 Upon termination as a result of any of the events specified in Clause 5.1, all moneys payable to the Employee shall be adjusted and calculated as at the date of termination.

#### **6 Consequences of Termination**

6.1 On termination of the employment, the Employee must:

- a. pay or repay to the Employer or any Related Corporation all sums which the Employee then owes whether the sums are due to be paid or not;
- b. immediately deliver to the Employer all property belonging to the Employer or a Related Corporation which is in the Employee's possession; and
- c. resign from any office held by the Employee in the Employer or any Related Corporation.

6.2 After termination, the Employee must not represent himself or herself as being in any way connected with or interested in the business of the Employer or any Related Corporation.

#### **7 Confidentiality and Restraint**

7.1 The Employee agrees to execute and comply with the Employer's confidentiality deed ("Confidentiality Deed") provided to Employee with this Agreement.



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## **8 Interpretation**

- 8.1 The recitals as hereinbefore set out shall be incorporated in and shall form part of this Agreement.
- 8.2 This Agreement, the Confidentiality Deed and the documents and Employer policies and procedures referred to herein shall constitute the entire agreement between the Employer and Employee with respect to its subject matter. It supersedes any prior communications, arrangements, understandings, agreements, and documents between the Employer and Employee.
- 8.3 Any demand notice consent or other communication to be made or given under this Agreement shall be in writing and signed by the party giving it and shall be served either by express courier delivery, by personal delivery, by facsimile, or by prepaid registered mail, to the address of the party as herein specified or at the last known address of such party. All notices shall be deemed to be received on the date of delivery, and for notices sent by facsimile, such notices shall be deemed to be delivered on the date of due and complete facsimile transmission.
- 8.4 A right under this Agreement may not be waived except in writing signed by the party granting the waiver, and a provision of this Agreement shall not be varied except in writing signed by the parties.
- 8.5 Clauses 2, 5.2, 6, 7, 8, and 10 of this Agreement shall survive any termination of this Agreement. Termination or expiry of this Agreement does not affect the rights of either party which accrued prior to termination or out of the events causing such termination.
- 8.6 If any part or provision of this Agreement is judged invalid or unenforceable in a jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.

## **9 Conditions**

This Agreement is subject to and contingent upon evidence of the Employee's right to work in the territory in which the Employee is assigned.

## **10 Indemnity**

The Employee hereby indemnifies and undertakes to keep the Employer indemnified against all losses, damages, expenses and other liabilities that the Employer may incur as a result of any breach or non-compliance by the Employee of any of the terms and conditions of this Agreement.

## **11 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the India courts.



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### SCHEDULE

**ITEM 1** (Date of agreement) : **02nd July 2020**

**ITEM 2** (Employee name) : **Rabindra Kumar Behera**

**ITEM 3** (Position details) Title : **Specialist - Product Development**

**ITEM 4** (Commencement date) : **02nd July 2020**

**ITEM 5** **Remuneration Package Value**

**Annual Gross Salary** : **Rs. 1,350,000**  
(Split as below)

**Monthly Fixed Income** : **Rs. 102,273**

**Performance Bonus** : **Rs. 122,728**

Your Performance Bonus represents the target amount (at 100% payout). Actual payout can vary as per the criteria under the plan. Amount payable under this plan are subject to the terms and conditions of the plan. Plan details are at the sole discretion of the company and subject to change.

**ITEM 6** : Probation Period : **6 months**

**ITEM 7** : Notice Period : **75 days**

AGREED TO BY THE PARTIES:

<b>Signed By:</b>	<b><u>Name</u></b>	<b><u>Signature</u></b>
Employee:		
Witness:		
Signatory:	<b>Amol Gupta</b> <b>Regional TPO Lead – India &amp; Philippines</b>  For and on behalf of <b>FIS Solutions (India) Private Limited</b>	