

# JPMORGAN CHASE & Co.

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## Message from Jamie Dimon, Chairman and CEO

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" or "D" to the left.

# JPMORGAN CHASE & CO.

31-Jan-2023

Saikrishna Rathod

Dear Saikrishna,

## Your Employment by J.P. Morgan

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

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

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

Please treat your employment terms with the strictest confidence.

- If you have questions about them, please contact your HR representative.
- For questions on benefits or policies, please contact our accessHR hotline at 0008004405210 (local toll free) or +1 212-552-5100 (international).
- To accept this offer of employment, please click on the "Accept" button at the bottom of this page on or before 02-Feb-2023. If you do not accept this employment offer by then, it will be automatically be withdrawn unless we extend it in writing.

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

## Employment

Your employment will begin on 06-Mar-2023 and you will carry out your role while physically present in the JPMC offices in Hyderabad, India.

## Probationary Period

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

Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

**Title/Category**

Your Functional/Subsidiary Title will be Software Engineer of Consumer & Community Banking.  
Your Corporate Title will be Associate of Consumer & Community Banking.

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

**Working Hours/Place Of Work**

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

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

**Remuneration**

Your total fixed pay will be INR 40,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	12,00,000
2. Leave Travel Assistance	50,000
3. House Rent Allowance	6,00,000
4. Provident Fund	1,44,000
5. Special Allowance	20,06,000
A. Total Fixed Pay	40,00,000

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

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

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

**Incentive Compensation**

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

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

Vice-President or above.

### **Notice Period for Termination**

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

After the probationary period, either party can terminate the employment by giving the other party 2 Months written notice ("Notice Period"). However, J.P. Morgan may at its sole discretion release you earlier on certain conditions to be determined by the Company at the time of termination or by the Company making a payment in lieu of all or part of the Notice Period.

### **Leave**

#### Annual Leave

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

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

#### Sick Leave

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

#### Suspension Leave

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

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

### **Medical and Life Insurance Coverage**

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

### **Provident Fund & Gratuity**

Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and J.P. Morgan

internal policies that are in force and amended from time to time. For the purpose of computing gratuity, your date of joining will be deemed to be date you joined JP Morgan Group.

## **Employment**

Your employment is subject to:

- a. You being able to carry out your role in India while being able to be physically present in a JPMC office in Hyderabad, India and your obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b. the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c. your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
  - i. you are not in breach of any prior employment contract;
  - ii. you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
  - iii. you are not subject to any other employment or any contractual post-employment restraints
  - iv. you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

## **Termination**

Your employment may be terminated as follows:

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

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

- suspend you from the performance of any duties or assign you alternative duties;
- exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;

- remove your access to the Company premises and computer systems; or
- require that you return any property belonging to the Company per the Company's policy on "Return of Company Property" provided in this offer letter.

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

During any Notice Period:

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

### **Confidentiality**

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

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

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

### **Return of Company Property**

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

### **Post-Employment Restrictions**

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

For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether

on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

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

In this paragraph:

- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- "Restricted Client" means any person:
  - who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
  - with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
  - but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- "Relevant Date" means the date your employment terminates.

You acknowledge and agree:

- that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- That you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- In addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

### **Miscellaneous**

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



Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the J.P. Morgan group of companies).

#### **Appendix: Systems Monitoring Activities and Cross-Border Transfers:**

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

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

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

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

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

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

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

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

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial

support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

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

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

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

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

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

### **Global Personal Trading Policy:**

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

### **Conflict of Interests and Outside Interests:**

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential

conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

### **Acceptance and Code Affirmation:**

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

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

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

### **Electronic Signature**

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

### **Governing Law and Jurisdiction**

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

employment and this letter.

## **APPENDIX D – SPECIFIC CONSENTS**

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

### **Annexure – 1**

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

**Verification:** The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

**Security Procedures:** At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

**Ownership of Intellectual Property:** I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195aw of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

**Moral Rights:** I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P.

Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

**Confidentiality of Information:** I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or

systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

## **Annexure- 2**

### **Consent for Use, Transfer and Verification of Personal Data**

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information (defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company") ("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will Use your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
  - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
  - 2.2 processing applications for employment and regulatory licensing (if applicable);
  - 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
  - 2.4 job grading, recruitment activities and employment background checks;
  - 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
  - 2.6 consideration of eligibility and administration of staff loans and other benefits;
  - 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
  - 2.8 internal and inter JPMorgan for matching procedures;

- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
  - (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
  - (iii) physical, physiological and mental health condition;
  - (iv) sexual orientation;
  - (v) medical records and history;
  - (vi) Biometric information;
  - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
  - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
- 3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
  - 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
    - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;

- 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
  - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
  - 4.4 any person seeking employee references;
  - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
  - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
  - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
- 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
  - 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
  - 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.
  - 8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
  - 9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
  - 10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.



11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited

Corporate Identity Number : U72900MH2000PTC124073

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

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