



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2, Gera Commerzone SEZ,

Survey No. 65, Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

12 April 2022

Ritvik Sharma
198, Maple Town, Suncity
Rajendranagar, K.V Rangareddy
Hyderabad
500086

BGSC Internship Programme (“Internship Programme”)

We are pleased to inform you that you have been selected to join the Internship Programme with Barclays Global Service Centre Private Limited (the “Company”) on the following terms and conditions. You should carefully read this internship offer (“Offer”) in conjunction with the Company Policies and Guidelines (“Policies”) (as amended from time to time and published in the HR Portal on the Company’s intranet), wherever it is applicable to you in your capacity as an Intern.

1. JOB TITLE

You will be appointed as an Intern in Customer Digital & data within the Company. Nothing in this Offer shall give rise to an employment relationship between the Company and you.

Whilst you are interning at the Company, you are expected to devote your full business time and attention to the performance of such duties as may be assigned to you by the Company or any of the Company’s Affiliates (the Company and its Affiliates are referred to as “Barclays”), and comply with all reasonable requests, instructions and regulations given by the Company and Barclays and promptly provide such explanations, information and assistance as to your activities in the business of the Company and Barclays as they may reasonably need. You will perform your duties faithfully, diligently and competently, in a professional manner, in accordance with applicable laws and regulations, Company policies and this Offer. You may be asked to perform assignments for one or more of the Company’s Affiliates.

You agree that the Company will be entitled at any time and without prior notice to:

- (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or
- (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of Barclays as it will in its absolute discretion determine; and/or
- (iii) second you on a temporary basis to intern at any company in Barclays or to a third party; and/or
- (iv) transfer your internship to another company in Barclays by entering into a separate internship agreement.

Ritvik Sharma

2. PLACE OF WORK

You will initially be based at Gera Commerzone SEZ, 5th to 12th Floor (Part) Building G2, Survey No 65, Kharadi, Pune – 411014, or at such other place as may be communicated to you by the Company in advance.

3. COMMENCEMENT DATE

You will be joining the Company on 06 June 2022 for a maximum of 8 weeks and your internship would end by the close of business on 29 July 2022.

4. STIPEND

Your monthly stipend shall be INR 66,667.00 pro-rated for the duration of the internship, and subject to applicable taxes, duties, cesses and other statutory deductions. The same shall be paid/credited as per the Company's prevailing policies/ practices. You may be required to open a bank account designated by the Company for this purpose.

As an Intern, you will not be entitled to any employee benefit scheme, including but not limited to Medical Insurance and Gratuity etc. or certain facilities / amenities, provided to the employees of the Company as set out in the Policies or otherwise.

Your monthly stipend is due in arrears on the last day of each calendar month. However, for convenience, it will be paid on the last working day of each month. Should the last working day fall on a non-business day, payment will be advanced forward to the nearest working day.

For new Interns starting on or before the 10th day of a month, the first monthly stipend proportional to the period of service in that month will be payable on the last working day of that same month. For new Interns starting on or after the 10th day of a month, the first monthly stipend proportional to the period of service in that month will be payable on the last working day of the following month.

All stipend payments are subject to the Human Resources Department receiving the required details and documents from you on or prior to the commencement of your internship.

5. RELOCATION: TRAVEL EXPENSES AND ACCOMODATION

The Company agrees to provide you with inter-city travel (flights/rail. etc.) from work location to your Current location for your return at the end of the internship, subject to the expenses policy of the Company that may be applicable from time to time.

You shall not be entitled to any payment in lieu should you choose not to avail yourself of the above relocation benefit.

You will be required to repay the above relocation benefit in full within 30 days in the event that any of the following occurs:

- You give notice, or otherwise end your internship with the Company before the agreed date;
- You are dismissed from your internship for gross misconduct or fundamental breach of this Offer, or for a serious breach of the Risk and/or Compliance requirements of Barclays at any time during your internship; or

- You fail to fulfil the pre-joining requirements as set out in this Agreement, or as otherwise determined by the Company.

The Company may withhold and/or deduct from any payments to you any money owed by you to any Barclays company. Any payments will be paid with your stipend, subject to any applicable taxes and other statutory deductions or withholdings required or permitted by law or regulation.

The relocation benefit should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

6. REQUIRED PRE-JOINING DOCUMENTS

You are required to bring the following documents on the first day of your internship:

- Photocopy of proof of Date of birth & Educational qualifications together with the originals.
- Photo ID (Any one of the following - Driving License / Pan Card / Voters ID / Passport / Attested Copy of College ID Card / Aadhaar Card)
- Photocopy of PAN card
- Photocopy of Address Proof (Any one of the following – Driving License/ Passport/Ration Card/Electricity Bill/Phone Bill/Lease Agreement / Aadhaar Card)
- 3 coloured passport size photographs.

7. COMPLIANCE WITH LAW

Notwithstanding any other provision of this Offer, any incentives or compensation payable to you by any part of Barclays (under this Offer or otherwise), including any guaranteed amounts, are subject to limitation or modification to the extent reasonably deemed necessary by the Company to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with applicable laws and regulations, including any regulations or guidance published by the Financial Conduct Authority (FCA) and/or Prudential Regulation Authority (PRA) and/or Reserve Bank of India (RBI) and/or Securities Exchange Board of India (SEBI) and/or other regulatory authority, from time to time.

8. REMUNERATION AND BENEFITS: GENERAL

Payments of stipend and any other remuneration of any nature by the Company will be subject to such deductions as the Company is required to make by law.

You will be solely responsible for all income taxes on your income and benefits received arising from your internship with the Company.

The Company has the right to withhold payments to you as may be necessary in order to obtain any tax clearances as required by applicable tax laws and/or relevant authorities.

9. SICKNESS AND LEAVE ENTITLEMENTS

If you are absent through illness or injury, your line-manager must be informed as soon as possible by telephone on the first day of your absence.

If your start time is 9:00 a.m., you must inform your line-manager of such absence by 9:00 a.m. If your start time differs from 9:00 a.m., your manager must be informed at least one hour before you are due to commence work.

Please refer to the Human Resources Department for more details on your leave entitlements.

10. HOURS OF WORK

Your hours of work will be an average of 48 per week, but this may vary according to your shift. Barclays Global Service Centre private limited is operational 24 hours a day, 365 days a year, so your working days and hours may involve day and night shifts, and working weekends and public holidays, as permitted under applicable law.

However, you will devote sufficient time to your duties to enable them to be carried out efficiently and diligently, which may require you to attend the office, or to be available to fulfil your function, outside those hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice, and in accordance with applicable laws.

11. AGREEMENT TO MAKE DEDUCTIONS / WITHHOLD PAYMENTS

At any time during the period of your internship or on its termination (however arising), the Company shall be entitled to deduct from your stipend or any other payments due to you in respect of your internship, any monies due from you to the Company and/or any other part of Barclays. If at any time you are requested to return to the Company property belonging to it or to any other part of Barclays and if you fail to do so the Company shall, without prejudice to any other remedy, be entitled to withhold any monies due to you from the Company.

12. ELIGIBLE INTERN

Consideration for award or payment of remuneration and benefits will be subject to you being an “Eligible Intern” on the delivery, award or grant date. Eligible Intern means that you are an Intern of the Company and not serving out a period of notice, either given or received, and have not ceased your internship without giving notice.

Any remuneration and benefits which are subject to you being an Eligible Intern will be suspended pending the outcome of any investigation or disciplinary process that you are subject to at the time when payment or award of any of such remuneration and benefits would otherwise occur. In the event that you are found to have committed any serious breach of risk and compliance or your internship is terminated for gross misconduct upon conclusion of the investigation or disciplinary process, you will forfeit any entitlement to any or all of such remuneration and benefits that have not yet been paid awarded or granted to you. Furthermore, any disciplinary process may at the Company's discretion result in the reduction of any or all of such remuneration and benefits.

13. EXPENSES

You will only be reimbursed for expenses properly and reasonably incurred in accordance with the Global Travel and Expenses Policy, and with prior written approval from your Line Manager.

14. COMPLIANCE WITH POLICIES/LEGISLATION

During your internship with the Company (and where applicable after your internship has terminated), you must comply with all of the Company's policies, guidelines and procedures, including but not limited to Barclays Group policies and procedures and any legal and/or statutory and/or regulatory obligations including, but not limited to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

You further agree to be bound by and comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a

customer or client of Barclays and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

You should familiarise yourself with all policies and procedures that apply to your business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or raising concerns
- Substance Abuse

Whilst interning at the Company you are required to comply with all rules and regulations applicable to Barclays' business or to you (including any rules relating to your role and any professional conduct rules). Any breach of these rules and regulations could lead to termination of your internship with the Company.

15. WORK FOR THIRD PARTIES; EXTERNAL INTERESTS

You must devote your full time, attention and abilities to your job duties during working hours, and act in the best interests of the Company and Barclays at all times. You will not undertake work, provide services or occupy any positions (including directorships or participating on committees) for third parties, without the Company's prior written consent (which consent may be withdrawn at any time at the Company's absolute discretion). Any such outside activities must comply with Barclays policies.

16. GARDENING LEAVE AND SUSPENSION

The Company has the right to suspend all or any of your duties, or place you on gardening leave, for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including while you are serving notice of termination of your internship) and whether or not it is in connection with a disciplinary investigation.

The Company may suspend you or place you on gardening leave at any time from the performance of all or any of your duties:

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

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

- not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of Barclays other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of Barclays unless they are members of your immediate family; and
- meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity.

During any period of suspension:

- your internship with the Company and the terms of this Offer will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- you shall continue to receive your fixed stipend and all contractual benefits in the usual way.

17. TERMINATION AND NOTICE PERIODS

The notice period the Company will give to terminate your internship (other than for gross misconduct or as may otherwise be specified in the Policies) is seven (7) days' written notice. The Company requires the same number of days' written notice from you. However, the Company reserves the right to make a payment to you in lieu of notice and require you to immediately cease your internship with the Company. This notice period may also be shortened by mutual agreement between you and the Company.

Subject to applicable law, the Company reserves the right to terminate your internship with immediate effect by written notice to you for cause, including for misconduct, lack of competence, serious breach of this Offer, improper or unethical behaviour (whether or not in the course of your internship) or breach of any Barclays rule on anti-bribery or anti-corruption. The Company disciplinary policy, which contains further relevant information, shall apply.

18. ACCESS TO COMMUNICATION SYSTEM, ETC

You are required to use internal e-mail, voice mail, computer systems, etc. for work purposes and refrain from using them for personal purposes. Further, you agree that the Company may access or examine these systems pursuant to the Company's business requirements and in order to check if you have observed the Company regulations or if there have been any illegal or improper affairs.

19. CONFIDENTIALITY

During your internship with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your internship. This includes information that you have acquired in the course of your internship concerning the business or affairs of the Company and/or any other Barclays company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such

Confidential Information. Exceptions to this are the use of information for the proper performance of your duties under this Offer, or, where the Company has given written consent or disclosure is required by law, or where the information is already in or comes into the public domain (other than by your unauthorised disclosure).

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

For the purposes of this Offer, “**Confidential Information**” means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of Barclays, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- commercially sensitive information or trade secrets;
- corporate and marketing strategy, business development plans, sales reports and research results;
- business methods and processes, technical information and know-how relating to Barclays’ business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
- business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;
- information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of Barclays or any current or former director, officer or employee of Barclays in such capacity and any information in respect of provisions for any such action;
- budgets, management accounts, trading statements and other financial reports;
- unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and
- any other information which any member of Barclays or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

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

Each subdivision of this confidentiality clause constitutes an entirely separate and independent restriction on you. If any of these restrictions is held to be unenforceable, it is intended and understood by you, the Company and Barclays that the remaining restrictions are unaffected. If any subdivision of this clause is void but would be valid if some part of the restriction were deleted, the subdivision applies with such modification as may be necessary to make it valid.

20. INTELLECTUAL PROPERTY

For the purposes of this clause:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trade marks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your internship with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your internship (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You agree to provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain. You agree that you will only use the Works to perform your obligations under this Offer and that you will not make personal copies of any Works other than for the purposes of your internship with the Company.

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

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

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

By signing this Offer you accept and confirm to assign to the Company or a member of Barclays (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You agree that such assignment shall be perpetual, worldwide and royalty free. You also agree that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment

in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

You agree both during and after the termination of this Offer to sign all documents and do everything necessary or desirable at the Company's reasonable expense to obtain, maintain or enforce the Company's rights to Intellectual Property under this clause and to enjoy the full benefit of this clause. This includes (at the Company's discretion) applying for or joining in any application which may be made in the sole name of any part of Barclays (or otherwise) for registration of any Intellectual Property.

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

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

Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Offer will become due to you in respect of your compliance with this clause.

This clause shall survive the termination of this Offer for any reason and is subject to applicable law. Each of the provisions in each paragraph of this Intellectual Property clause will be enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid, provided that such modification does not materially change the spirit of the provision.

21. CONFLICT OF INTERESTS

During your internship with the Company you agree that you will not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of Barclays, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval.

22. POST-INTERNSHIP OBLIGATIONS

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

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

- irretrievably delete any information relating to the business of the Company or Barclays stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays' premises; and
- confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

23. PROTECTIVE COVENANTS

You shall not without the Company's prior written consent (which the Company will only withhold or delay to the extent reasonably necessary to protect the legitimate interests of Barclays) during the three months period after the date of termination of your internship either on your own account or on behalf of another, directly or indirectly, alone or in conjunction with others:

- canvass, solicit or entice away, or try to canvass, solicit or entice away, or to assist others in doing so (including by interviewing, making informal approaches or recommendations) any individual who is an employee of any part of Barclays with whom you had dealings during the twelve-month period immediately preceding the termination of your internship (even if that person would not breach their employment contract by leaving the employment of Barclays);
- solicit, interfere with, entice away (or try to solicit, interfere with, or entice away) or by any means seek or solicit business with or from any person who is a Restricted Client; nor
- solicit or persuade any person who is a Restricted Client to cease doing business with the Company or any part of Barclays, or reduce the amount of business which the Restricted Client would normally do with the Company or any part of Barclays.

"Restricted Client" means any person, firm or company which on the final day of your internship or in the preceding twelve months was a client or customer of a part of Barclays and with whom or which you had business dealings during that period.

The period of restriction stated in this clause (Protective Covenants) shall be reduced by the length of time, if any, that you are suspended from your duties pursuant to either the clause in this Offer entitled 'Gardening Leave and Suspension' or 'Termination and Notice Periods'.

Each sub-clause (and any subdivision thereof) of this Protective Covenants clause constitutes an entirely separate and independent restriction on you. If any of these restrictions is held to be unenforceable, it is intended and understood by you and the Company that the remaining restrictions are unaffected. If any of the above restrictions is void but would be valid if some part of the restriction (including part of the definitions) were deleted, the restriction in question applies with such modification as may be necessary to make it valid.

The covenants in this clause are for the benefit of the Company itself and as trustee for each other part of Barclays.

If, during any period during which the covenants in this clause apply, any person offers to you any arrangement or contract which might or would cause you to breach any of the covenants, you will notify that person of the terms of this clause.

You acknowledge and agree that, in view of your position with the Company, the provisions of this clause are reasonable in their application to you and necessary (but no more restrictive than necessary) to protect the interests of the Company and Barclays.

24. PRE-INTERNSHIP ACTIVITY

You represent and warrant to the Company that:

- your acceptance of this Offer does not conflict with any obligations to a current or former employer or any other person (including a regulator) and that, in accepting this Offer, you are not in breach of such obligations;
- you are not currently nor have you at any time been the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise); and
- you are not currently nor have you at any time been the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour.

Any breach of this representation and warranty will entitle the Company to terminate your internship with immediate effect by written notice to you.

25. SMOKING, DRUGS & ALCOHOL

Barclays operates a 'no smoking' policy in all of its offices. The consumption of alcohol on Barclays premises is generally prohibited. You will not possess or consume unlawful drugs or similar substances on Barclays premises.

26. DEFINITION OF BARCLAYS

"Barclays" means the Company and its Affiliates. "Affiliates" means any person or entity controlling, controlled by or under common control with the Company and also any subsidiary or subsidiary undertaking of the Company or any holding company of the Company. For the purposes of this definition, control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity.

27. PRE-INTERNSHIP REQUIREMENTS

You represent to the Company and Barclays that all information provided by you to us in connection with this Offer (including at the interview) is true and not misleading. If it is found at any time that you have made any false statements to the Company and Barclays or have suppressed any information including in relation to your past services or other records including your personal data, your internship may be terminated immediately without any liability including compensation.

This Offer is contingent upon:

- the following being completed to the Company's satisfaction:
 - i) pre-joining screening checks, including the receipt of satisfactory references and checks on solvency and personal history;

- ii) required statutory approvals;
 - iii) verification of the information that has been provided to the Company and Barclays in connection with the application process;
 - iv) checks on disciplinary, regulatory and criminal records; and
 - v) where relevant, the unqualified approval and consent of all appropriate regulatory authorities; and
- your having the right (and being in possession of any necessary documentation) to live and work for the Company in India throughout your period of internship.

Please note that the above checks may not be completed by your start date and we reserve the right to delay your start date if these checks have not been completed. If the outcome of the above checks is not satisfactory to us, the Company may terminate your internship immediately or withdraw any Offer made.

28. DISCIPLINARY AND GRIEVANCE PROCEDURES

The disciplinary rules and the Company's grievance procedure which are applicable to your internship are published in the HR Portal on the Company's intranet.

29. PERSONAL DATA

The Company holds a personnel file and electronic records which contain a wide variety of matters. These include, without limitation, your application, references, bank details and other personal details. The purposes for which these are held include, but are not limited to:

- employee/intern administration;
- accounts and records;
- the provision of management information for business purposes such as marketing activities and corporate planning; and
- to permit the Company to comply with its legal and regulatory responsibilities.

It may, in certain circumstances, be necessary to make the details available to the Company's advisers and/or relevant regulatory authorities. Barclays may also transfer your data to other parts of Barclays, including other countries in which we operate, through our global platforms and processes.

In all cases, third parties to which your personal data is transferred will be contractually obliged to use the data only for the relevant purposes specified above, and not to forward to other parties unless specifically authorised to do so.

By signing these particulars, you agree to the processing of information concerning yourself.

You also agree that the Company and/or any Barclays company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

30. AMENDMENTS

Subject to applicable law, the Company may amend or vary this Offer (including the terms of any benefits) in its reasonable discretion, upon reasonable notice to you. The terms shall thereon be amended or varied upon written acceptance by you or upon such date specified in the said notice, and the acceptance by you of the stipend payment next after such date shall be evidence of your acceptance of the said

amendment or variation. The Company may also amend its Policies in its reasonable discretion; the revised Policies will be published on the Barclays intranet.

31. BANKING SECRECY

You shall not divulge to any firm, company or person at any time, any transaction of the Company or of its clients, whether during your current term of this Offer or after its termination unless required to do so by the Company or any competent Court of Law or Justice. Where applicable, you will be required to sign the Company's Declaration of Secrecy form.

32. SEVERABILITY

In the event that any provision or portion this Offer shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Offer shall be unaffected thereby and shall remain in full force and effect to the extent permitted by law.

33. THIRD PARTY RIGHTS

Any part of Barclays may enforce the terms of this Offer. Except as provided in the previous sentence, a person who is not a party to this Offer has no right to enforce any term of this Offer.

34. GOVERNING LAW

The terms and conditions of this engagement shall be governed in accordance with the laws of India. By indicating your acceptance of this Offer you agree to submit to the exclusive jurisdiction of the courts in India.

35. ACCEPTANCE

Please sign one copy of this Offer. Please ensure that we receive the signed Offer, together with your completed forms and/or a copy of the supporting documents, within 14 days of the date of this Offer. If we do not receive these within 14 days, this Offer shall lapse.

Acceptance of this Offer includes acceptance of the terms and conditions as detailed herein, and any applicable contractual provisions within the Company Policies.

This Offer, together with the relevant Policies (that are applicable to you as an intern), set out the complete and exclusive statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this Offer. You acknowledge that the Company may be entitled to injunctive relief in addition to damages for any breach of this Offer, in particular for breaches of the Confidentiality and Protective Covenants clauses.

If you decide not to accept this Offer, please inform us in writing of your decision as soon as possible. Please also return this Offer and any other documentation we have sent you, as they contain confidential and proprietary information.

Yours sincerely,



Sanjeev Mishra
Director HR Operations - GSC India

12 April 2022

Acceptance by candidate:

I accept this offer of internship with the Company on the terms and conditions stated above, including the clause on Personal Data. I authorise the Company, and its agents to undertake background checks and screening on me as described above.

I confirm that I will be able to commence the internship by If I wish to change this date, I will need to agree this change with my future manager at the Company and with the Company's Human Resources department.

Signed

Date

Full Name

Passport No.