



UBS Business Solutions (India) Pvt. Ltd.
Tower A, 1001, EON Kharadi
SEZ Phase II, S No 72, Kharadi
Pune 411014, Maharashtra, India
Tel: +91 20 46231500
CIN U74999PN2015FTC157258
www.ubs.com

30 July 2024

PRIVATE & CONFIDENTIAL

Saloni Manish Gandhi

Dear Saloni Manish,

This is to confirm UBS Business Solutions (India) Private Limited ("the Firm") has accepted your resignation. As discussed, your employment terminated on 9 July 2024 (the "Termination Date"), subject to the following terms and conditions.

1. Last Day of Work

We confirm that your last working day with UBS Business Solutions (India) Private Limited ("the Firm") was 9 July 2024 (your "Last Day of Work").

2. Payments and Employee Benefits

- 2.1 Subject to the withholding of your final payments and any deductions as permitted under law, you will continue to be paid your total employment cost up to and including the Termination Date.
- 2.2 If you have any accrued but untaken statutory annual leave, you will receive payment for this amount. However, if you have taken more annual leave than has been accrued in the calendar year 2024, you agree that the Firm shall be entitled to deduct such amount equivalent to the number of days of annual leave taken in excess from your final salary payment.
- 2.3 Your group medical and life insurance coverage will continue up to and including the Termination Date, after which time it will cease to apply.
- 2.4 For the avoidance of doubt, you will not be eligible for consideration for a discretionary incentive award for performance period 2024.
- 2.5 Your deferred compensation holdings, if relevant, will be treated as per the applicable compensation plan's guidelines and rules.
- 2.6 Your rights of participation in any employee benefits plan(s) in which you are currently enrolled and which are not addressed in this letter will be determined in accordance with the terms of such plans.
- 2.7 You acknowledge and agree that you shall be solely responsible for all personal tax liabilities that may arise in relation to receipt of your final payment or any other payment received in relation to your employment.



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3. Confidential Information

During your employment with the Firm you have been privy to confidential and proprietary information of utmost sensitivity and importance concerning the Firm and other Group Companies, their clients and their employees. We wish to remind you that all documents, data, materials and information made available to you, obtained or created by you during the course of your employment are, if not obviously publicly available information, confidential information belonging to the Firm or any Group Company (the "Confidential Information"). You have an obligation to hold all Confidential Information in the strictest confidence and these obligations of confidentiality continue after termination.

You shall not and should not have retained, removed, destroyed, transmitted outside of the Firm or given to any third party, any originals or copies whatsoever of any Confidential Information (whether in hard or electronic copy), and you shall not reconstruct or reproduce all or any part of the Confidential Information based upon any Confidential Information known to you (or your recollection thereof) nor divulge or communicate any Confidential Information to any third party or use any Confidential Information for any purpose hereafter without the Firm's prior written consent. A breach of any of these provisions may constitute an offence and may be subject to prosecution by the Firm and/or the relevant authorities as appropriate.

4. Non-Solicitation

We wish to remind you of your continuing obligations to the Firm arising from non-solicitation provisions of your terms of employment.

We further remind you of the non-solicitation obligations that apply under the rules and regulations of the deferred compensation holdings awarded to you by the Firm (if applicable).

5. No Disparagement

You agree that you will not, and will not induce any third party to, make any statement or comment, publish any statement, or issue any communication or publication, written or otherwise, to any third parties (including clients, employees and media, or any representative thereof) through any medium (including but not limited to print, television, radio, email, telephone and the internet) that disparages the name, reputation, practices or operations of the UBS Group

6. Return of the Firm's Property

You are required to immediately:

- (a) return all of the Firm's property currently held by you i.e. health card, access card, corporate credit card and locker key, if any, to the Human Resources Department;
- (b) return any of the Firm's equipment such as laptop computers, pagers, mobile phones, blackberry wireless handheld devices, keys and other of the Firm's property in your possession, custody or control by reason of your employment, to your Department Head;
- (c) hand over and surrender all documents or materials (whether in hard or electronic form) either prepared, received or accessed by you during your employment with the Firm which relates to the Confidential Information of the Firm or the business affairs of its customers, clients or other parties doing business with the Firm to your Department Head; and
- (d) delete irretrievably any information relating to the business of the Firm which is in your possession, custody or control and stored outside the Firm's premises and electronic systems (except for property, documents and materials which you are required to return to the Firm in accordance with the above paragraphs).



7. Full and Final Settlement

The above arrangements are in full and final settlement of all entitlements under your terms of employment with the Firm, statutory entitlements that you may have under Indian law or other applicable law and all other claims you may have against the Firm, each Group Company and their respective current or former officers, directors, employees or agents in any jurisdiction.

8. Miscellaneous

If you are currently registered with any authorities or regulators through the Firm, the Firm will notify the relevant authorities and regulators of the termination of your employment and to terminate your registration or licence as of your Last Day of Work.

Unless otherwise requested by the Firm, you are required to resign from all offices held by you with the Firm or any Group Company (if any) and to cooperate to the fullest extent to formally relinquish all positions and designations (including but not limited to directorships) you hold with the Firm or any Group Company (if applicable).

Following the termination of your employment, you may be requested to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

9. Governing Law

This letter shall be governed by and construed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Pune.

10. Definitions

In this letter save where the context requires otherwise:

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.



For the purpose of future contact and/or outstanding payment/distribution, please update us immediately for any change in your personal details such as address, contact numbers and personal bank details. You can contact us at 080 0100 5901 or send your email to hr-service-now@ubs.com.

We wish you success in your future endeavours.

Yours sincerely,

UBS Business Solutions (India) Private Limited

A handwritten signature in black ink, appearing to read "Huey Lian".

Goh Huey Lian
Executive Director
Human Resources

A handwritten signature in black ink, appearing to read "Jyothi Menon".

Jyothi Menon
Managing Director
Human Resources



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30 July 2024

Relieving and Certificate of Service

This is to certify that Saloni Manish Gandhi was employed by UBS Business Solutions (India) Private Limited between 18 July 2022 and is relieved from service on 9 July 2024 after close of business hours. Saloni Manish Gandhi's last held position was Software Engineer with the rank of Employee in our GOTO Technology Department.

We wish her success in her future endeavours.

Yours sincerely

UBS Business Solutions (India) Private Limited

Goh Huey Lian
Executive Director
Human Resources

Jyothi Menon
Managing Director
Human Resources

For employment verification requests, please contact SH-HR-echecks@ubs.com.



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