



27 September, 2022

Tushar Shinde

Dear Tushar,

Welcome to TeamNeustar!

I am pleased to extend to you an offer of employment with Neustar Data Infotech (India) Private Limited (Company or Neustar).

Our global community of professionals is driven by a culture that promotes an unwavering commitment to our clients, strong leadership driven by optimism and positivity, employees dedicated to diversity of thought and conversation, and an environment that celebrates our wins.

This culture, supported by talented individuals like you, enables the innovation and development of bold new ideas that power our mission of Enabling trusted connections between companies and people at the moments that matter most.

On 06 October, 2022, we will share many things, including the role our values play in our culture. Accountability, collaboration, transparency, resilience, and respect are the underlying principles that drive our success. We can't wait to see how you will live them, and the great things you will contribute to Neustar.

You will report to Manoj Kumar Asrani, Mgr Software Engg. You will be a full-time employee, and your start date will be 06 October, 2022.

Outlined below is a summary of the terms and conditions of our offer.

Title: Associate Software Engineer

Location: BANGALORE

• The Company reserves the right to change the office location or relocate you, as may be desired by the Company from time to time. Additionally, depending on business needs, the Company may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Company or of its affiliates.

Probation Period:

Confirmation of service with the Company is subject to your satisfactory performance during the period of probation and a written confirmation from the Company in this respect. The Company reserves the right to (i) extend the period of probation and (ii) terminate employment at its sole discretion at any time during the probation period without providing notice or payment in lieu thereof.

Compensation:

• Your total all-inclusive gross fixed cost-to-company basis will be INR 8,00,000.00 which will include your basic salary and various allowances that may be claimed. This all-inclusive gross Fixed Salary will be subject to review and can be adjusted from time to time. Salary increases, if any, are granted in Neustar's sole discretion.

• You will be eligible to participate in Neustar's Corporate Bonus program (as the same may be modified from time to time) beginning in January 2022, which provides an annual Target Incentive equal to 10% of your base salary. The Target Incentive represents the amount payable at full achievement of all Plan objectives. Incentive awards are prorated based on the number of days you work during the performance period, which runs from January 1 to December 31. In order to be eligible to receive an award, you must be on the Neustar payroll as an active employee on the date payment is made.

## Sign on bonus:

- You will be provided with a one-time Sign-On/Retention Bonus of INR 50,000.00 which will be earned if you remain employed with Neustar for a full one-year period from your date of hire. The Sign-On/Retention Bonus will be advanced to you three months after your Start date and will be subject to applicable taxes. Should you leave Neustar during the first 12 months of employment for reasons other than position elimination and/or if your employment is terminated for any reason whatsoever other than position elimination, you will be responsible for repaying the net amount of the Sign-On Bonus advance in its entirety. To the extent permitted by applicable law, Neustar may deduct this amount from any funds due to you upon termination (including your final paycheck), and you will be required to repay any excess within six months.

## Benefits:

- You will be eligible to participate in Neustar's benefits program, which includes PTO and company holidays; medical insurance and other benefits. Details of all of these benefits will be provided to you upon hire.

Notwithstanding any terms of this offer letter and/or any Company policies, the Company reserves the right to reduce or defer payment of your annual compensation, bonuses, etc. (or any component of the remuneration/benefit being offered by the Company) in appropriate circumstances including but not limited to negative business growth or forecasts, government mandated closures, economic recession, Force Majeure events, etc., without the need for any amendments to this document.

## Authorization to Work:

Should you accept this offer, please provide the Company with copies of the following documents:

1. 2 recent passport-sized photographs
2. Relieving letter issued by your most recent employer
3. Copy of your Government address proof (passport, other ID, Aadhar, DL)
4. Relevant educational certifications
5. Permanent Account Number (PAN)
6. Provident Fund UAN
7. Proof of Identity (Any government issued ID with DOB)

Please provide documents to Human Resources by emailing the documents to [hr-india@neustar.biz](mailto:hr-india@neustar.biz)

## Background Check:

Employment with Neustar is contingent upon a satisfactory completion of the Company's employment screening process. This will include a public source background inquiry and receipt of satisfactory information regarding employment history and educational credentials. The Company reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it receives any negative background check results or determines that any contractual or other obligation may limit your ability to engage in business activities for the Company.

In addition, all Neustar employees are expected to be familiar with and follow Neustar's employee policies and procedures, including but not limited to Neustar's Code of Business Ethics and Employee Handbook (as amended from time to time), both of which can be found in your onboarding portal.

## Termination:

While we hope your relationship with Neustar will be long and rewarding, all Neustar, Inc. employees are employees-at-will, and no provision in this letter constitutes a binding obligation on Neustar to continue employing you. Both you and Neustar may terminate your employment per applicable termination terms and conditions set by the Company.

You may voluntarily resign from employment with the Company at any time on giving a prior written notice of two months to the Company. The Company may at its sole discretion unilaterally waive all or part of the notice or allow you to pay salary in lieu of the notice. The Company may choose to exit the employee before the completion of the notice period by compensating the employee with payment of salary in lieu of the notice period. Any resignation would have to be accepted by the Company in writing to become effective. The Company Shall communicate its acceptance in writing. Once accepted, the resignation cannot be withdrawn by you without the express consent of the Company.



The Company also has the right to terminate your employment at any time by giving you two months of notice or payment of salary for such period with or without any reason, and in the event of non-performance or under-performance of your duties / obligations in the opinion of the Company, for failure to achieve targets, failure to achieve established goals and objectives, if the Company does not believe you can discharge this role in good faith, redundancy, reorganization, closure of any office or of the Company's business, financial difficulties, etc.

Notwithstanding the above, the Company reserves the right to terminate your employment without notice or pay in lieu for any misconduct and/or breach of terms of this letter and /or any Company policies.

#### Proprietary Information Agreement:

Please be advised that this position is contingent on your execution of our Employee Proprietary Information, Inventions, Noncompetition, Non-solicitation agreement and Image License agreement, a copy of which is attached for your review. Upon joining Neustar, you will be required to sign this Agreement via the onboarding portal and before you start performing work for Neustar.

#### Authority and Indemnity:

You shall not have the right or the authority to make any representation, contract or commitment for or on behalf of the Company without obtaining the prior written permission of the Company in this regard and you shall have no authority, implied or otherwise, to pledge the credit of the Company.

You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your employment or negligent performance of your duties as expected from you while in employment of the Company.

#### Assignment:

These terms of employment and your employment are personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. Neustar may assign these terms of employment, in part or whole, with or without notice to you.

#### Severability:

If any term of the letter is held to be invalid, void or unenforceable, the remainder of the letter shall remain in full force and effect and shall in no way be affected; and, the parties shall use their best efforts to find an alternative way to achieve the same result.

#### Governing Law, Jurisdiction and Settlement of Disputes:

This letter shall be governed by the laws of India. The parties agree that any dispute arising out of or related to the employment relationship, including the termination of the relationship and any allegations of unfair or discriminatory treatment arising under state law or otherwise, shall be resolved by final and binding arbitration by a sole arbitrator appointed by the Company, except where the law specifically forbids the use of arbitration as a final and binding remedy. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, in English at Bangalore. Subject to which, the parties submit to the exclusive jurisdiction of civil courts at Bangalore.

#### Terms of Offer:

This letter contains the terms of your offer of employment with Neustar and supersedes any prior understandings, whether oral or written, between you and Neustar on the subjects covered in this letter. Tushar, should you wish to accept this offer, please e-sign and submit this offer letter by 29 September, 2022. In accepting this offer of employment, you agree that you have relied only on the terms set forth in this offer letter. Shortly after our receipt of your signed offer letter, you will receive an email to begin your onboarding process. In the event we do not receive a response by the above-referenced date, we will deem that you have rejected our offer. Please note that this position is time sensitive. This offer is made to you on the additional condition that you will commence employment on the Start Date. If you fail to do so, Neustar will have the right to unilaterally rescind this offer. We are excited about you joining Neustar, and we look forward to working with you. In the meantime, if you have any questions regarding our offer or Neustar in general, please feel free to contact me at Kaushik.Gopalan@team.neustar or HR-India@neustar.biz.

Welcome aboard!



Kaushik Gopalan  
Director of Human Resources

**ACCEPTED:**

I understand that this position is contingent on me executing this offer and commencing employment from the Start Date and also executing the, Neustar's Employee Proprietary Information, Inventions, Noncompetition, Non-solicitation agreement and Image License agreement which will be presented for my signature upon joining Neustar Data Infotech (India) Private, Limited. Additionally, this offer is contingent upon successful completion of a background check and execution of all terms and conditions as mentioned in the employee handbook, presented for my signature upon joining the Company. I understand that this letter is meant to be an offer of employment and does not in itself give rise to an employer-employee relationship between Neustar and myself. Any employer-employee relationship is only meant to arise upon me actually commencing employment on the Start Date and I understand that Neustar reserves the right to withdraw this offer letter at any time before the Start Date for any reason whatsoever. I declare that I am not aware of any circumstances regarding my health or capacity to work that may adversely interfere with my ability to carry out my responsibilities hereunder and that i have informed the Company about any existing illness or injury that may interfere in performing my duties as part of my employment with the Company. I understand that my employment and its continuance are also subject to me being and remaining physically and mentally fit throughout my career with the Company and that the Company may require me to undergo a medical examination with the Company's medical officer or any other doctor appointed by the Company, from time to time to assess my fitness in performing my duties.

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Name

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Date

**Enclosures**

Neustar reserves the right to amend any of its compensation and benefits programs at any time. The applicable plan and/or policy documents govern the terms and conditions under which compensation and benefits are provided. The descriptions above are intended to be brief summaries only. To the extent there is any discrepancy between the summaries in this letter and the plan documents or policies, the plan documents and policies will govern. Notwithstanding any provisions of the this letter and / or any Company policies, the Company reserves the right to unilaterally (a) ask you to utilize accrued / accumulated leave balances and/or place you on leave without pay; and / or (b) alter the number of work-days / number of working hours with proportionate adjustments in remuneration, for legitimate reasons including but not limited to periods of low or no productivity, government mandated closures, economic recession, Force Majeure events, etc., without the need for any amendments to this Agreement. As used herein, the term Neustar shall mean Neustar Data Infotech (India) Private, Limited. and its affiliates, subsidiaries, successors and assigns, and other business entities that exist as of the time of execution of this letter and/or those entities that may achieve this status during the course of your employment.

Name	Tushar Shinder
Designation	Associate Software Engineer
Location	BANGALORE

Particulars	INR / Annum
Basic	3,20,000.00
Flexible Benefits (HRA, LTA, Medical, etc.)	4,41,600.00
Company's PF Contribution	38,400.00
Total Gross (A)	8,00,000.00
Target Annual Bonus	80,000.00
Gratuity	15,384.61
Medical Insurance Coverage	26,000.00
Total Benefits (B)	1,21,384.61
Cost to Company CTC (A+B)	9,21,384.61

The defined components of the annexure can be claimed in compliance with and subject to limits under, the applicable tax laws and Company's policies and practices. All payments by the Company will be subject to statutory deductions and contributions. Any provident fund and/or pension fund contribution that the Company is required to make on your behalf will be deducted from your salary in accordance with Neustar's standard payroll practices for salaried employees, subject to appropriate tax and other withholdings