



Shell India Markets Private Limited
Shell Business Operations - Bangalore
RMZ Eco World SEZ
05th, 06th, 07th & 08th Floor, Campus 4A & 4B
Sarjapur Marathahalli Outer Ring Road,
Bengaluru - 560 103, India
Tel: +91 80 4677 3333
Web: <http://www.shell.com/>

'28 August 2018

Shivendra Upadhyay
Bangalore

Subject: Contract of Employment

Dear Shivendra,

Congratulations! Further to your application for employment and the subsequent selection process, Shell India Markets Private Limited, Shell Business Operations ("Company") is pleased to confirm its offer of employment on the following terms and conditions.

1. Job Assignment

You are required to join on **12 November 2018**. You will, from the date of your joining, be assigned the roles and responsibilities associated with the designation of **Data Engineer** and you will be based in **Bangalore**. Pursuant to your acceptance of this Contract of Employment, you will be expected to faithfully and diligently serve the Company and use best endeavors to promote the business and interests of the Company.

2. Relocation

Although this Contract of Employment refers to the position detailed as above, you may be offered other positions within the Company and/or the affiliates, co-ventures, joint ventures, and associated companies of the Royal Dutch Shell. As Shell Companies operate throughout India and overseas, you may be required to perform work or be offered positions in locations other than your initial city of engagement, which is **Bangalore**. You can be transferred to any location or branch of the Company at any point of time. A condition of accepting this Contract of Employment is that you are prepared to perform other duties or undertake positions in other locations, as required. Should a business requirement arise which necessitates relocation, we will discuss the implications of such a move with you, and we will assist you and your family to achieve a successful relocation.

3. Business Travel

During your career with the Company, you may be required to travel interstate and/or overseas in connection with the performance of your duties.

4. Remuneration

Your total remuneration package upon commencement in **Salary Group 4** will comprise the following:

Regd. Office:
2nd Floor, Campus 4A
RMZ Millenia Business Park
143, Dr. MGR Road, Perungudi
Chennai - 600 096, India
Tel: +91 44 4345 0000, Fax: +91 44 4345 1516
Website: <http://www.shell.com/india>
CIN: U23201TN2004PTC053147

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4.1. Base Pay

- a) Your annual commencement base pay will be **INR 1,010,070.00 per annum**, which will be paid on a monthly basis. Your pay will be reviewed on 1st February each year. Any change in the same will take into account an appraisal of your past performance year (January – December) as per extant Company policies.

4.2. Allowances

- a) In addition to your base pay you will receive the following non-pensionable allowances, which will be paid as appropriate:

| | |
|----------------------|----------------------------|
| House Rent Allowance | : INR 505,035.00 per annum |
| Grade Allowance | : INR 552,792.00 per annum |

4.3. Hospitalisation

- a) You are eligible for the reimbursement of hospitalisation expenses for you, your spouse and your children as per the Company policy.

4.4. Retirement Benefits

Provident Fund : 12% of Base Pay (Equal contribution by Company & yourself) subject to applicable laws and in line with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952

* Gratuity: 15 days Base Pay for every completed year of service subject to such limits as the Company may decide from time to time and in line with the provisions of the Payment of Gratuity Act, 1972

** Superannuation: 15% of Base Pay (contribution by Company)

* Gratuity is payable after 5 years of continuous service as an employee in this Shell Company or any other Shell Companies.

** 15% of Base Pay will be processed as Superannuation Cash Allowance (non-pensionable), which will be paid on a monthly basis.

All remuneration elements stated above shall be provided as per applicable laws and Company policy, which may be reviewed from time to time.

5. Performance Bonus

Performance Bonus (including any bonus that maybe required to be paid to you as per applicable laws) subject to outcome of your and the company's performance, may be payable to you as per the Company's extant policies.

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6. Income Tax

Income Tax will be deducted in accordance with applicable law. All fringe benefits/perks/expenses/privileges/facilities/amenities, etc. as stated above shall be provided as per applicable laws and Company policy, which may be reviewed from time to time.

7. Probation

You shall be on probation for a period of 6 months from the date of joining the Company as per Company policies. Any variation to your period of probation and/or your confirmation at the end of your period of probation shall be as per Company's extant policies.

8. Working Hours

You will observe the normal working hours that are followed by the Company where you are based. However, your working hours may be regulated to suit the responsibilities entrusted to you from time to time. Your salary package includes consideration for hours worked above normal office hours from time to time.

9. Earned Leave

You will be entitled to 25 working days as earned leave for each calendar year as per Company's extant policies.

10. Sick Leave

You are entitled to sick leave on full pay if you are unfit to resume duty as advised by your doctor. It is the Company's discretion to get an employee examined by a Company nominated doctor to determine the acceptable length of absence from duty on medical grounds.

Company operates this policy on trust and it is expected that you will respect this trust by availing sick leave on genuine medical grounds only.

11. Background Verification

Your qualifications and employment will be subject to a background check, which will be conducted by such agency/firm/establishment, whose services are contracted by the Company, from time to time. The verification will include authentication of any factual or historical information provided by you, related to past and present data such as reference details, previous employment details, educational credentials and criminal records, etc. A condition of this Contract of Employment is that you will give your consent, by signing the background verification declaration, to your background check.

12. Submission of Documents

Prior to your joining the Company, the Company may require you to submit certain information / documents. The list of such information / documents will be intimated to you. You will be expected to submit the requisite information / documents within the stipulated time period.

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13. Additional Documents

During the course of your employment, you may be required to submit and/or execute additional documents, declarations and/or deeds as: (i) per the Company's policy as may apply to you/your nature of services; (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements; (iii) per the requirement of any professional, industry or other regulatory body; (iv) to meet any specific client/customer/user request; or (v) per the Company's exclusive discretion. You consent and undertake to, promptly upon simple demand by the Company, submit and/or execute any such additional documents, declarations and/or deeds.

14. Past Employment

You represent and warrant to the Company that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Contract of Employment, or is otherwise inconsistent with your obligations under this Contract of Employment. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer/organization and do not have any outstanding issues/unfulfilled employment obligation pending with your previous employer/organization having legal ramifications/consequences for you or for the Company.

15. Business Interest

You will be in the exclusive employment of the Company. During your employment with the Company, you will devote your whole time, attention and skill to your ability for its business.

During the course of your employment with the Company, you shall not carry out any business, either alone or in partnership, or be directly or indirectly associated with any other organization or person as an employee, principal, agent, adviser, consultant, director or otherwise engage in any business, trade or profession whatsoever, or give lectures in any institute or forum, without the prior express written permission of the Company.

After cessation of your employment with the Company, regardless of the reasons for such cessation, you shall not, except with the previous written consent of the Company, whether on your own account or for any other person, firm or company, solicit or endeavour to entice away the business or customer or employees of Company or any other Shell Group company.

16. Data Privacy

You consent to the Company monitoring and recording any use that you make of the Company's electronic communications system and information system and services for the purposes of ensuring that the Company's policies, standards, guidelines, procedures, codes of practice and/or conduct and other rules are being complied with and for business purposes.

You are reminded that all documents, information, communications and other files created, sent, stored or received on Company communication systems or other information systems or services including email, blackberry, mobile phone (or other messaging device) including use of the internet is Company property at all times. Information created, transmitted or stored using Shell Group facilities is considered business Information, part of Shell Group's business record and accordingly, to the extent permitted under applicable laws, you should have no expectation of privacy when using Shell Group's Information systems and services.

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The Company expressly reserves the right to monitor, intercept, divert, log, record and use the traffic or exchange of information and its content for the purposes of ensuring that the Company's policies, standards, guidelines, codes of conduct and/or practice and other rules are complied with and for legitimate business purposes (for example to maintain security of its email, internet and intranet system, its assets and its personnel; to investigate breaches or alleged breaches of Company policies, standards, guidelines, procedures and rules including matters raised through "Tell Shell" to protect confidential information in the Company's possession; to ensure the email, internet and intranet system is used appropriately, and is not misused or for disciplinary reasons).

For the purposes of (Indian) Information Technology Act, 2000, the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other applicable law, you give your consent to the collection, holding, sharing and processing of your personal data (including, where necessary, sensitive personal data), whether by / between Shell Group or its nominated third party, for all purposes relating to the performance of this Contract of Employment, the performance of your duties, furthering the Company's business interests, the Company's legal, administrative and management purposes and for any other purpose permitted under applicable law.

17. Confidential Information

During the course of your employment you may become aware of information and material that is highly confidential to the Company.

All such information, materials, patents, intellectual property (eg inventions, trade or service marks, patents), etc. are the private and absolute property of the Company or its affiliates, and must be treated as such by you. A condition of your employment with the Company is that you read, sign and return the attached Confidentiality Agreement between yourself and the Company, and that you comply therewith. Any expiry / termination of this Contract of Employment with the Company will not relieve you of the obligations arising under the Confidentiality Agreement.

You shall not, either during your employment with the Company or any time thereafter, use to the detriment of Shell Group or disclose to any third party, any Confidential Information which has been acquired by you in the course of your employment with the Company.

18. Shell General Business Principles

The Shell General Business Principles (SGBP) reaffirms the business principles that govern how each Shell Company conducts its affairs. A condition of this Contract of Employment is that you read and understand the SGBP and act in compliance with them.

19. Health, Safety, Security and Environment

HSSE is a key consideration in all Shell Companies, with all employees expected to adopt safe working practices and to contribute to the achievement of HSSE objectives including Life Saving Rules at their work location.

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The Company has adopted a 'no smoking' policy at all locations with a view to protecting the health of employees in the workplace.

At any time prior to your joining the Company and/or during the course of your employment, if requested by the Company, you consent to undergo medical examination(s) at the expense of the Company with a medical professional nominated by the Company.

20. Diversity and Inclusiveness

The Company is committed to creating and maintaining a work environment within which employees are able to make a full contribution to the achievement of its business objectives.

The Diversity and Inclusiveness framework is designed to ensure that all employees' contributions are valued, and that no constraints are placed upon effective performance. You will be expected to respect and value the contribution of colleagues, and you will be entitled to expect the opportunity to make a full contribution of your own and to have that contribution recognised and encouraged.

21. Compliance

By accepting and signing this contract of employment, you hereby confirm that you have read and are fully in know of Shell Group and Company policies, standards, procedures, guidelines and codes of practice and/or conduct relating to your work.

You further confirm that, going forward, you will comply with all lawful instructions and with Shell Group and Company policies, standards, procedures, guidelines and codes of practice and/or conduct relating to your work (including but not limited to the Shell Group Business Principles, all Shell Group Policies including the Shell Code of Conduct, Prevention of Sexual Harassment at Workplace Policy, D&I Policy, Shell Data Privacy Policy, Life Saving Rules, Completion of mandatory trainings pertaining to "Data Privacy", "Code of Conduct", "Anti-Bribery and Corruption" & others) as may be amended, replaced or issued from time to time and take steps to ensure so far as reasonably possible compliance by those for whom you are responsible.

If you suspect that there has been a breach or potential breach of the Shell Group Business Principles, any Company / Group policy, standard or guideline or any other misconduct, you are obliged to report this to the Company. You must report this promptly, without any undue delay, either to your line manager or through the Company's "Tell Shell" facility.

22. Review of Performance

In line with Shell's strong performance culture, your performance will be reviewed annually against the targets and goals agreed with you in accordance with Company's extant policies.

23. Termination

23.1. This Contract of Employment may be terminated at any time upon any one of the following circumstances:

- a) by either you or the Company, by giving 1 months' notice in writing or 1 months' base pay in lieu thereof, subject to mutual agreement, during the course of the Probation period or its extension(s) as provided for in the Probation Policy;

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- b) by either you or the Company, by giving 3 months' notice in writing or 3 months' base pay in lieu thereof, subject to mutual agreement.
- c) by a mutual agreement by and between you and the Company.

Payment specified in clause 23.1 will be governed by the prevailing Income Tax rules.

23.2. Notwithstanding anything contained in this Contract of Employment, in the following circumstances, the Company may, immediately and without notice or remuneration, terminate this Contract of Employment:

- a) if it has been alleged and prima facie established through preliminary internal enquiry, conducted as per extant Company policies, that:
 - (i) you have acted in variance to any of Company's policies, standards and rules & regulations, that maybe in effect from time to time, including Shell General Business Principles, Code of Conduct, Life Saving Rules etc.;
 - (ii) you have disobeyed the Company's lawful instructions / requirements;
 - (iii) you habitually neglect your duties;
 - (iv) you have misrepresented or omitted from disclosing any relevant information in relation to your appointment / background verification process;
 - (v) you are guilty of any other misconduct, as defined by the Company; or
- b) if you are convicted or about to be convicted for fraud, dishonesty or misconduct, moral turpitude or commission of any other criminal offence (other than an offence under any road traffic violations or elsewhere for which a fine or non-custodial penalty is imposed);
- c) if you are at any time found, by a medical professional nominated by the Company, to be physically and/or mentally unfit to discharge your duties;
- d) if you repeatedly fail to accomplish the targets / goals assigned to you, per Company's policies or as otherwise set out by the Company for you from time to time; or
- e) if you otherwise commit a breach of this Contract of Employment.

23.3. During the termination notice period, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/forfeit your dues.

24. Retirement

This Contract of Employment will terminate automatically upon you attaining the age of retirement i.e. 60 years as given in the Company Policy. The Company reserves the right to alter this policy from time to time and the policy in effect for the time being shall be applicable to you.

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25. Revocation

Prior to your joining the Company on the date of joining as set out above, the Company reserves the right to revoke / withdraw this Contract of Employment in case you have repeatedly disobeyed the Company's lawful instructions / requirements or do not submit the information / documents requested by the Company or your conduct is deemed to be derailing by the Company at its discretion. For the purposes of this clause, the term derailing shall be construed in its widest sense and shall include any behaviour which may cause financial and/or reputational harm to the Company.

26. Return of Company Property

You will, promptly, whenever requested by the Company and in any event upon the expiry / termination of your employment in terms of this Contract of Employment, deliver up to the Company, all properties (moveable or immovable), lists of clients or customers, papers relating to bank transactions, accounts, correspondence, production details, and all other documents, papers and records, which may have been prepared by you or have come into your possession, custody or control, in the course of your employment, and all electronic equipment, computer software or hardware and other property, including your company issued ID card, used in connection with the operations of the Company or the Shell Group, and you will not be entitled to, and cannot, retain any copies. Title and copyright in such correspondence and other documents, papers, records and property is vested in the Company.

27. Notices

Any notice, required or permitted to be given under this Agreement shall be sufficient, if the same is in writing, sent by registered post or by email, as the case may be; if to the Company, to the HR department, or; to you, at your last address, recorded with the Company.

28. Severability

If any provision contained in this Contract of Employment is held to be invalid or unenforceable under applicable law, the remaining provisions of this Contract of Employment shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Contract of Employment unenforceable or invalid.

29. Privity of Contract

The terms of this Contract of Employment may only be enforced by a party to this Contract of Employment.

30. Entire Agreement

This Contract of Employment, including its attachments, contains the entire agreement between us concerning the subject matter hereof and incorporates and supersedes any and all prior discussions or agreements, written or oral, we may have had with respect to such subject matter.

31. Modifications

This Contract of Employment may not be modified except in writing and signed by an authorized representative of the Company.

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32. Governing Law

This Contract of Employment shall be exclusively governed by and interpreted in accordance with applicable laws of India.

The parties hereto submit to the exclusive jurisdiction of the Courts of Law at Bangalore for any matter arising out of / in connection with this Contract of Employment.

33. Next Steps

Please note that this Contract of Employment would automatically stand expired in the event of you failing to join services of the Company on or before the date of joining set out in clause 1.

We request you to please sign and return the second original of this letter and the Confidentiality Agreement in the form attached to this letter.

Yours Sincerely

For **Shell India Markets Private Limited**

Digitally Signed by: POONAM NARANG

Title: HR Manager

Digital Signature Certificate issued by: (N)CODE SOLUTIONS CA 2014

Serial Number of DSC: 535825A5

O - Personal; CID - 4893697

I, **Shivendra Upadhyay** having read the foregoing Contract of Employment, the Statement of Shell Group General Business Principles, and the Confidentiality Agreement, accept employment with **Shell India Markets Private Limited** in the terms set out therein and I agree to be bound by these terms in all respects.

SIGNATURE

Shivendra Upadhyay

DATE

12-Sept-2018

PLACE

Bangalore



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the **Agreement**) is made by and between

- 1) **Shell India Markets Private Limited, Shell Business Operations**, a company incorporated under the Companies Act, 1956, having its registered office at Shell Business Service 2nd Floor, 4A, RMZ Millenia Business Park, 143, DR.MGR Road, Perungudi, Chennai – 600096
- 2) **Shivendra Upadhyay**, an Indian citizen, aged 31 years, currently residing at G-02, Silver Line Saffire Apartment, 2nd main, 3rd cross, Sarva Bhawana Nagar - 560076, Bangalore and having her/his permanent address at BK-9I, Risali Sector, Bhalga, Dist: Durg - 490006 (C.G.)

During the course of your employment, it is probable that you will generate or become aware of information of a confidential nature. You are reminded that you must treat all such information accordingly.

You may also make, or participate in the making of, inventions. Moreover, you may create original designs or works.

In return for the access to be given by Shell to you to proprietary Shell information and materials, you agree to be bound by the following terms:

1. Definitions

In this Agreement, the following terms shall have the following meanings:

"Background Rights" means Intellectual Property Rights of you or third parties in ideas, concepts, information, software or other materials which are created independently of your employment, from which Inventions are derived, or which are otherwise required for the effective exploitation of Inventions, or which you otherwise use or incorporate in any work or materials you produce in the course of your employment.

"Confidential Information" means Inventions and any other information or data of whatever nature (technical, scientific, commercial or otherwise) which is disclosed to you by or on behalf of Shell, or which you otherwise become aware of during the course of your employment, or which is generated by you in the course of your employment, and shall include but shall not be limited to trade secrets, or any information which is in the nature of a trade secret, information supplied to Shell under an obligation of confidence, and information about the business of Shell.

"Intellectual Property Rights" means patents, copyright, designs, trade or service marks, semiconductor topography rights, database rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing.

"Inventions" means any and all inventions, solutions, specifications, recommendations, software, user manuals, documentation, reports, designs, drawings, photographs, maps, data or other information, artistic, literary or musical works, films, sound recordings, documents or materials of any nature and in any medium which are made, created or generated by you in the course of your employment, whether or not made during normal office hours and whether or not made using Shell facilities or equipment.

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2. Confidential Information

- 2.1 You shall not, without the prior written consent of Shell use Confidential Information for any purpose other than your employment, or disclose Confidential Information to any third party.
- 2.1 The obligations set out in Clause 2.1 shall cease to apply to information after such time as it is or becomes public knowledge through no fault of your own or is or becomes lawfully known to you from another legitimate source without restrictions on use or disclosure. It shall be for you to establish the application of any such exception with adequate proof. A piece of information shall not be deemed within the public domain merely because it can be broken down into constituent parts each of which can be shown separately to be in the public domain.
- 2.2 Notwithstanding the foregoing, you may disclose Confidential Information as may strictly be required by law or ordered by a Court of competent jurisdiction, provided that you shall if legally possible immediately notify Shell of the requirement to disclose and allow Shell the opportunity to seek a protective order or other remedies.
- 2.3 You shall not at any time remove any Confidential Information in hard copy or electronic form from the possession of Shell except so far as may strictly be necessary for the performance of your employment. On the termination of your employment, or earlier if requested by Shell, you shall immediately return to Shell (or at Shell's option destroy) all Confidential Information in hard copy or electronic form in your possession or control and shall not retain copies of such material, communication or documents.
- 2.4 Nothing in this Agreement shall prevent you from using information you carry in your head which may fairly be regarded as representing an addition to your general personal expertise, provided that you shall have no licence under any Intellectual Property Rights of Shell save as necessary for the performance of your employment.
- 2.5 It is Shell's policy to encourage each employee to take all reasonable opportunities to address or read papers to meetings of learned societies and to cause original papers to be published in the proceedings of such societies or organisations, or in trade and technical journals, provided always that on each occasion on which such an address is to be delivered or paper read or published, the content or text is first approved by Shell in its absolute discretion if such content or text contains or may contain Confidential Information.

3. Inventions

- 3.1 If at any time during the performance of your employment you make, or contribute to the making of, any Invention, you shall forthwith supply Shell with full particulars of such Invention. You shall not disclose or give details of any Invention to any person whatsoever except Shell or its representatives.
- 3.1 Shell shall own and have the exclusive right to exploit Inventions, and you hereby assign to Shell by way of future assignment and with full title guarantee all Intellectual Property Rights in Inventions. Shell shall have the exclusive right to file, at its expense, applications for patents or other Intellectual Property Rights for Inventions in or for whatever country or countries as Shell may deem fit and to exploit any patent or other right issuing from any such application as it deems fit.

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3.2 Without prejudice to the assignment in Clause 3.2, you shall if necessary and at the expense of Shell, provide Shell or Shell's nominee with all such documents and information and render such assistance and execute all such instruments and otherwise do all such acts as Shell may reasonably require to transfer Intellectual Property Rights in Inventions to Shell or its nominee and to enable Shell to secure protection for those rights.

4. Background Information and Rights

4.1 You shall not use or incorporate in any work or materials you produce in the course of your employment, or disclose to Shell or its representatives, any information or other items in respect of which you are under obligations of restricted use or disclosure to a third party, save where you have obtained (at no cost to Shell) prior to such use, a licence for Shell on the terms set out in Clause 4.2 in respect of such information or items.

4.1 To the extent that you are entitled to grant such a licence, you hereby grant to Shell a non-exclusive, royalty-free, irrevocable and worldwide licence for Shell with sub-licensing rights under Background Rights as necessary to use, copy, modify and distribute freely any Inventions or materials delivered by you to Shell in the performance of your employment.

5 Survival

You covenant and agree that all your obligations under this agreement shall survive any cessation of your employment with Shell.

6 Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with applicable laws of India. The parties hereto submit to the exclusive jurisdiction of the Courts of Law at Bangalore, India for any matter arising out of / in connection with this Agreement.

For Shell India Markets Private Limited

Digitally Signed by: POONAM NARANG

Title: HR Manager

Digital Signature Certificate issued by: (N)CODE SOLUTIONS CA 2014

Serial Number of DSC: 535825A5

O - Personal; CID - 4893697

Date: 28 August 2018

Signed by
Shivendra Upadhyay
Date

12-Sept-2018