

## PRIVATE AND CONFIDENTIAL

25 August 2022

To,

Employee Name: Mr. Sparash Sharma  
Employee ID: 157435

**Subject: Addendum to Employment Letter**

Dear Sparash,

This Addendum to your employment letter dated **October 5, 2020** ("Addendum") amends your compensation structure as mentioned in aforesaid employment letter. Please refer to below amended structure for revised compensation:

**Salary and Emoluments**

You will be covered under the below mentioned compensation plan (details below) effective **01-JULY-2022**

Annual Base Salary (in Indian Rupees [INR])						
	At the time of Promotion to Band A2	12 Months	18 Months	24 Months	30 Months	36 Months
	(INR)	(INR)	(INR)	(INR)	(INR)	(INR)
<b>Base Salary*</b>	6,50,000	7,50,000	9,50,000	9,50,000	11,00,000	11,00,000
<b>Anniversary Bonus**</b>	-	1,00,000	NA	1,50,000	NA	1,50,000
<b>Band*</b>	A2	A2	B1	B1	B1	B1
*Base Salary and Level raise is applicable only on meeting the defined performance criteria and meeting subsequent promotion/ appraisal cycle criteria. Same, therefore, are not guaranteed.						
**Payout of applicable amount will happen <b>ONLY AFTER completion of anniversary tenure</b> (in case of Anniversary Bonus) <b>provided</b> Anniversary Bonus shall be payable only if you are employed with the Company on the Anniversary Bonus payment date and/or you have not given notice of resignation prior to or on the Anniversary Bonus payout date or you are not serving notice period on the date when Anniversary Bonus amount is to be paid, and <b>provided further</b> that you are otherwise not disentitled or ineligible to receive the Anniversary Bonus amount. If aforesaid conditions are not met or full-filled by you then any Anniversary Bonus payout date declared or any letter issued to you prior to actual payment date shall automatically become null & void without any notice to you and Company shall not be under any obligation to act on, or honor the, same.						
Also 50% of the Anniversary Bonus amount will be paid with a claw back of 12 (twelve) months from the date of payout / payment and you shall be liable to return the said Anniversary Bonus amount to the Company without any demur and immediately on demand by the Company, or the Company, without prejudice to Company's rights and/or remedies, will be entitled to recover from you the said Anniversary Bonus amount or any deficit including from your salary, remuneration, emoluments, bonus, incentives and / or full & final settlement amount (and by signing this letter you hereby authorize the Company to recover the said Anniversary Bonus or deficit amount as aforesaid), and/or otherwise through process of law if you were to leave the Company or if you separate from the Company for / due to any reason whatsoever						

exl Service.com (India) Private Limited

Registered Office: 414, 4th Floor, DLF Jasola Tower B, Plot No. 10 &amp; 11, DDA District Centre, Jasola, New Delhi - 110 044, India

Tel:- 011-41026217, Fax:- 41021807: WWW.exlservice.com

CIN: U72200DL1999PTC099888

*including without limitation by way of resignation, job abandonment, termination, dismissal, discharge, contract termination, etc. within the said period of 12 (twelve) months from the date of Anniversary Bonus payout / payment. Notwithstanding anything contrary contained herein please be clarified that aforesaid periods including without limitation claw back period of 12 (twelve) months shall not, and shall not be deemed to, include any notice period to be, or being served by you.*

*Please take notice that all the payments including the Anniversary Bonus payment (provided if you are eligible or entitled) shall be made to you only on the salary payout date and not before any such date.*

Please note above-said amendment including appended annexure (if any) shall be effective on your signing this Addendum.

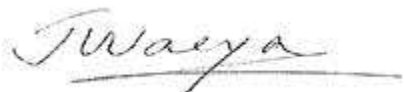
Please further note that this Addendum is supplementary your said employment letter with all other terms and conditions of the said employment letter and your employment continuing to remain the same, valid, operative, binding, enforceable and in full force & effect. Save and except to the extent said employment letter is amended by this Addendum, said employment letter and this Addendum shall always be read in conjunction with each other. This Addendum forms an integral part & parcel of the said employment letter.

Please note compensation changes will be applicable as per your current grade and tenure spent at that grade. You will not be eligible for any arrears or payments due to retrospective effect as per above mentioned changes.

Please note all the contents and terms & conditions of this Addendum and of your said employment letter are strictly confidential and shall / must not be disclosed by you to any person whosoever without the prior authorized specific written consent of the Company, irrespective of your accepting or not accepting this Addendum. Company reserves the right to take appropriate action and/or invoke any right or remedy provided under the law or equity in case of any breach of aforesaid by you.

Sincerely,

For **exl Service.com (India) Private Limited**



**Jyotsna Warya**  
**Vice President – Human Resource**

**Acceptance:**

I, **Mr. Sparash Sharma** [Employee ID: **157435**] do hereby accept and acknowledge this Addendum to said employment letter and to all its terms and conditions, and agree and consent to it and to all its contents and to above-said amendments on the above-said terms and conditions, and agree to abide by all the terms and conditions mentioned here-in-above and also agree to abide *inter alia* by confidentiality clause as mentioned here-in-above.

**Signature of Employee:**

**Date:**

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