



PRIVATE AND CONFIDENTIAL

8/29/2025

Subodh Kumar

Transfer of employment with Terms and Conditions

Issued by – Sutherland Global Digital India Private Limited

Dear Subodh Kumar

We are pleased to inform you that your employment is being transferred to **Sutherland Global Digital India Private Limited** ("Sutherland or the "Company") conditional on the closing of the transaction with your current employer.

This transfer is administrative in nature and does not affect the continuity of your service.

Key details of the transfer are as follows –

- **Effective transfer date** - The effective transfer date will be the date of completion of the transaction with your current employer, which date will be notified to you by the Company separately.
- **Legal Entity** – Sutherland Global Digital India Private Limited
- **Employment Continuity:** This transfer will not impact the continuity of or interrupt your employment. Your original date of joining ATMECS will be recognized by Sutherland and there will be no break in your service as a result of the transfer.
- **Gratuity:** Your gratuity benefits will be transferred accordingly, and eligibility will continue to be governed by the applicable labor laws in force.
- Your terms and conditions of service with the Company will be in the aggregate no less favorable than your terms and conditions of service immediately prior to joining the Company from your current employer.

Location / Transferability

Your work location will continue to be the same. However, Company may ask or allow you to work remotely (that is from your place of residence) within the city of Work Location. At the discretion of the Company, you may be allowed to move to another city within India. However, the Company shall have the right to ask you to return to the Work Location at any time. While working remotely, you shall also abide by all the Company policies related to remote working.

Your services may be transferred to any other department or client program within the Company, or to any other Affiliate of Company or you may be seconded for certain duration to another organization due to Company's business engagement and requirements with such organization, and you may be asked to relocate to any other location within India or overseas, on the same terms and conditions as contained in this Letter except for any changes necessitated due to applicable regulations or prevalent policy for the location. The company will make all reasonable efforts to ensure that you are not adversely impacted and that any change, transition or transfer is made as smooth as possible for you.

During the course of employment, your reporting manager may change time-to-time, depending on the nature of assignment/ task given to you.



The Company has Affiliates, clients and vendors spread across the world. Business requirements may necessitate that you travel to different locations within India or overseas.

Remuneration/Salary

Your compensation by way of Annual Cost to the Company is mentioned in Annexure A.

You will be eligible to participate in a Performance-based Incentive plan which will be communicated in due course. When applicable, Performance based incentive PBI will be part of your CTC. PBI payout amount will be calculated based on various factors, like Company performance, your program performance, and your individual performance, during the relevant period. PBI component and frequency of payout may change time-to-time in accordance with prevalent policy of Company. PBI policy is published in the company's prescribed policy portal for the most current guidelines.

Background Checks / Disclosure of Information

We will review your background verification (BGV) report, as available. If it is found that your BGV records are unavailable, we will contact you to submit the necessary documents, and the verification process will be initiated in accordance with our policy.

In the event of any material discrepancies — such as mismatches in PF records, prior service data, or statutory identifiers — which remain unresolved despite follow-up, the Company reserves the right to revoke this letter or initiate appropriate employment action, including termination of employment, in accordance with applicable Indian labor laws and Sutherland's internal policy.

Before initiating any such action, Sutherland will provide the individual an opportunity to respond or submit clarifications.

The Company may, at any time, (or as part of the joining formalities) conduct reference/background checks (including but not limited to drug tests, reference check with previous employers, education qualifications, credit history as applicable, exclusion screening, criminal background, etc.). In the event the statements / particulars furnished by you at the time of transfer are found to be false or misleading or any information is suppressed, or if the Company, during the course of the check receives any adverse report against you that may be detrimental to the interests of the Company, then the Company shall have the right to terminate your services forthwith without any notice period.

On or before date of the transfer date, if there are any pending/closed legal cases against you in any court of law or if you become party to any criminal proceedings, you shall disclose the same to Company immediately. You shall make full and complete disclosure to the Company if any of these events occur at any time during your employment with the Company. Apart from the rights mentioned hereinabove, the Company also retains right to initiate appropriate action against you before courts of law as deemed fit for any breach of these terms.

Services

You will be responsible to perform all the work assigned to you from time to time. You shall discharge your duties in a diligent, trustworthy, businesslike, and efficient manner. You will abide by the code of conduct, policies, procedures, rules and regulations stipulated from time to time by the Company. If required, the Company will provide the required training to you in updating your relevant knowledge for discharge of your duties efficiently and effectively, which will be as per the needs of business of the Company from time to time. You may be required to sign a separate agreement with the Company, should the Company send you for any training, deputation or any other assignment, either in India or abroad and you shall be strictly bound by the terms and conditions of any such agreement that you may sign.

**Annual Review**

At the discretion of the Company, your performance and total compensation may be reviewed by the Company from time to time or annually as per the policy of the Company. If your performance is not found satisfactory, then the Company shall have the right to terminate your employment in accordance with the terms of this Letter.

Expenses

The Company will reimburse authorized reasonable expenses you may incur for your business travel that is authorized by the Company during the course of employment, in accordance with the Company's Travel and Expense policies that are prevalent from time to time. The claim should be accompanied by reasonable proof of the expenditure. You are not entitled to authorize your own expenses and all claims should be truthful and backed by evidence. You are liable for disciplinary action if false claims are made.

Personal Information

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally, including to conduct background checks and verification as may be reasonably necessary for employment purposes, including but not limited to verification of academic qualifications, previous employment, criminal records (where applicable) and reference checks. The Company may give out some of this information to other parties authorized by law to receive it and such checks and verification may be carried out either directly by the Company or through third-party service providers engaged for this purpose. You hereby provide your consent for the Company to collect, store, process, transfer, and use your personal data (including sensitive personal data or information such as financial information, medical records, biometric information and passwords) for employment-related purposes in compliance with applicable law. This includes, but is not limited to, payroll, benefits administration, performance monitoring, compliance with legal obligations and regulatory filings. You further acknowledge that you have read and understood, and agree to be bound by, the Company's data privacy and protection policies. You have the right to access and correct any of your personal data in the Company's possession. Any request for personal data access and/or correction should be addressed to the Human Resources Department. You shall keep the company informed of any change in your present or permanent address.

Work Schedule

Your working days and shift timings, including any changes therein, will be decided and informed to you by your supervisor. If you are required to work overtime and on holidays, you may be entitled to allowance in accordance with Company policy.

Leaves

Your leave balances at ATMECS will stand transferred to the Company. The current leave policy will remain in effect and will be followed through until December 31, 2025. Any updates or changes beyond this date will be communicated in due course.

Confidentiality

You agree that the terms and conditions applying to your employment, including your remuneration, are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of this agreement and your employment.

You also acknowledge that the information you acquire about the Company and any of the Group Companies in the course of your employment by the Company is highly confidential. You agree during the term of your employment hereunder and thereafter not to use such



information for any purpose other than for the sole benefit of the Group Companies (including the Company) and you agree not to disclose any such information to any third party without the prior consent of the Company.

The obligations of confidentiality contained herein shall survive for a period of 5 years after the termination of your employment or for the duration permitted by applicable law, whichever is longer.

Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking

You acknowledge and accept that confidentiality of information and data and of intellectual property of Company and its Affiliates, their respective employees, clients, vendors and partners is of critical and of paramount importance. Any violation on your part will have a direct impact on the Company's operations, image, brand reputation and business prospects of Company and its Affiliates.

You also agree that you shall not solicit employees, clients, vendors and partners of the Company or of its Affiliate companies.

Further, you will not compete, directly or indirectly, with the Business of Company or of its Affiliates.

The obligations stated in this Section are more particularly laid down in the "Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking" annexed hereto as Annexure B. By signing and accepting this Letter, you confirm that you have executed said Undertaking after complete and due consideration and of your own volition.

Security

You agree that you will adhere to security practices and policies of the Company which include but are not limited to, not taking mobile phones and camera in the operations areas or server rooms, and not carrying any Media or storage devices like Floppies, CD's or USB Drive within the operations areas or server rooms.

You are authorized to use the email address provided to you by the Company only for official communications.

Company's premises, its telecommunications, networking, and information processing systems (including, without limitation, stored computer files, email messages and voice messages) are and shall always remain the property of Company and that you shall have no expectation or claim of personal space or privacy with respect to any of those. You will not use any of these for personal work for any reason and in any manner whatsoever. Company will constantly monitor your activity on Company systems and Company property. You agree that such measures are fair and reasonable to protect the interests, data, information, and goodwill of the Company and in no way do these measures amount to infringement of privacy. Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of your employment and the Company shall take any appropriate action as it deems fit.

Termination

If you wish to resign from your employment with the Company, you are required to provide written notice of 90 days. The Company may terminate your employment at any time by providing you with the applicable prior written notice, as per the above, or payment of salary in lieu of such notice.

However, in the event of you committing any criminal offense or indulging in activities which amount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice. Further, the Company may terminate this contract, without prior notice or payment in lieu of



notice, subject to due process in accordance with the Company's policies and procedures, in the event of any non-performance, unauthorized absence from duty, serious misconduct, fraud, negligence, theft, misappropriation, noncompliance with Company's code of conduct, policies or procedures or any applicable law, imprisonment or censure by a court of law, or any material breach of this Agreement on your part. Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you. In the event of termination of employment due to death or disability, you or your legal heirs (upon death) shall be entitled to receive the amount accrued until the date of termination of employment. For the purpose of this Section, disability shall mean your failure to render the services contemplated by this Agreement for two (2) consecutive calendar months, or for shorter periods aggregating to ninety (90) or more business days in any twelve (12) month period, which a physician selected by the Company or its insurers determines in a written report to the Company that such failure is due to mental or physical illness or injury.

You shall not be eligible for salary, bonus, or incentives after the date of termination of employment. Notwithstanding anything mentioned herein above, if you reach the age of retirement before completion of the notice period, the notice period shall automatically get reduced so that your last working day coincides with your retirement day. Upon termination of employment for any reason, you shall be responsible to return, by your last working day, all the Company assets (for example, Company provided identity card, computer systems, SIM card, Company data, including copies thereof) in your possession and control. Employment certificates will be issued, and full and final settlement will be released after the date of termination of employment and within forty-five (45) days (subject to any change made by Company from time-to-time) of return of all Company assets and in the same condition in which they were provided to you (subject to reasonable wear-and-tear).

Engagement in other Business or dual employment

You acknowledge and understand that you will be a full-time employee of the Company and that you cannot take up employment with any other employer, part-time or full-time.

You shall, always, keep the Company apprised if you are working as a key person or have substantial stakes or any other form of interest in any legal entity, whether in India or overseas. Further, during the period of your employment, you must not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise). If you are in violation of these terms, the Company shall be entitled to revoke this Letter or terminate your employment forthwith and without requiring any notice period or compensation in lieu thereof.

You may, however, without the Company's prior written consent, make and manage personal business investments of your choice (provided you are not owning more than 5% of the outstanding stock of corporation of any class which is publicly traded, so long as you have no active participation in the business of such corporation), or teach at educational institutions and deliver lectures, or serve in any capacity with any civic, educational or charitable organization, or any government entity or trade association provided such activities and service do not interfere or conflict with the performance of your duties to the Company under this Agreement.

Standard of business conduct

This Letter contains some provisions of the Company's Code of Conduct and other Company policies and procedures. These may be amended by Company from time to time. You agree that you will regularly visit the intranet of the Company and keep yourself current with the prevalent policies and procedures. You also agree to complete the various training sessions and training modules that the Company may want you to undergo.

**Precedence**

In the event of any inconsistency between this Agreement and the Company's Code of Conduct, policies, or procedures, as the case may be, the prevalent Code of Conduct, policies or procedures shall prevail.

Age of Superannuation

In the normal course of employment, you will be superannuated /retired from the services of the Company on attaining the age of 60 years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted and recorded in the Company's records.

Governing Law and Jurisdiction

Any dispute arising under this agreement or any dispute regarding the interpretation of this agreement and the terms construed and agreed to between the parties herein shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts in City of Chennai. Notwithstanding the foregoing, you understand and agree that the terms of this Agreement are reasonable and necessary to protect the interests of both parties, and irreparable harm could result if you breach this Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, Company shall be entitled to obtain injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement.

DEFINED TERMS

"Affiliates" shall, with respect to Company, means any company or legal entity anywhere in the world, which are or may become part of Sutherland group and include any sister concern, parent company or subsidiary, whether in India or anywhere else in the world.

"Business of Company and its Affiliates" shall mean and include the core business of Company, namely provision of business transformation services and business process outsourcing services to customers of Company and any other business of Company or its Affiliates, to which you would have had substantial access or in which you would have been involved due to your job profile or became familiar with in the course of employment with Company.

Miscellaneous

Any claim relating to your employment with the Company shall be time-barred and not to be raised beyond six (6) months from your last working day with the Company and shall not be entertained unless applicable laws provide otherwise.

You shall not pledge / use the Company's name for personal purposes unless otherwise authorized by the Company.

The Company shall not be responsible and liable for any actions or omissions committed or executed by you in your personal capacity or on your behalf within or outside the office premises. All liabilities arising out of such actions shall be your sole responsibility. You shall indemnify the Company against any claim arising out of your acts or omissions and also make good any loss or damages Company may be subject to.

You shall not give or receive any gift /cash equivalent, in your official capacity representing the Company unless otherwise authorized by the Company.

This Letter constitutes the final terms and conditions governing your employment with the Company, subject to any amendments made by Company, time-to-time. You hereby acknowledge and agree that you have had the opportunity to review this Letter, including the terms and conditions herein and the Annexure mentioned below, and agree that such terms



and conditions of employment are no less favourable than your terms and conditions of employment immediately prior to joining the Company with your current employer.

The Company has various policies in place time-to-time. Except for those that follow prevalent regulations, Company may bring about changes in other provisions in existing policies or decide, at its sole discretion, to terminate such policies.

Company may offer benefits to employee's time-to-time. Such benefits may be subject to eligibility. In any event, such benefits are not entitlement, and the Company may at any time and at its sole discretion, decide to amend the terms of benefit or terminate such benefits altogether.

Please sign the Acknowledgement in acceptance of this Letter and of terms contained herein. Once you sign the Acknowledgement, there will be binding Contract between you and Company.

We wish you the best of luck and invite you to our exciting team of employees in the Organization.

Sincerely,
For Sutherland
Regards,

A handwritten signature in blue ink, appearing to read "Anil Joseph", with a stylized flourish at the end.

Anil Joseph
SVP, Global People Operations

Annexure A: Detail of Annual Cost to the Company and Benefits

Annexure B: Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking (duly signed)



Annexure A

Name of the Employee	Subodh Kumar
Designation	Sr Soft Engr-Digital Engineering Services
Level	Level 3A
CTC in INR	1,400,000

Gratuity	Gratuity amount shall accrue annually, and eligibility will be only on completion of 5 years of continuous service (recognising your original date of joining ATMECS) and payable at the time of final settlement of accounts.
Insurance	You will continue to be covered by the Insurance benefits of ATMECS until June 2026. After June 2026 your insurance benefits will be governed by the prevailing policies of Sutherland.

Acknowledgement: By signing below, I confirm that I have read and completely understand the terms and conditions of this Letter including the Annexure mentioned below and agree to and accept this transfer of employment with Company.

Signature

Date



Annexure B

Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking

I have been extended an Employment Transfer Letter ("Employment Contract") by the Company to work as an employee, in pursuance of which, I, hereby voluntarily and knowingly execute this Confidentiality and Intellectual Property undertaking (this "Undertaking").

This Undertaking shall also extend to Affiliates of the Company in the event my employment is transferred to them.

That I undertake and declare as under:

- 1. CONFIDENTIALITY** - During the period of my employment with the Company and at all times thereafter, I will hold in strictest confidence, and will not use or disclose, any Confidential Information (as defined below), except to the extent such use or disclosure may be required in connection with my work for the Company. "Confidential Information" means any and all confidential and/or proprietary knowledge, documents, computer files, data and other information and materials of the Company, or of its customers, suppliers or other third parties to whom the Company may have an obligation of confidentiality, whether I first learned of such information or materials before or after the date I sign this Undertaking, including, but not limited to, all non-public information and materials relating to: (i) the Company's products and services, (ii) the Company's pricing strategies, pricing models and cost structures, (iv) service delivery methods, staffing models, staffing levels and other business processes and methods of the Company, (iv) customer lists or contracts, supplier lists or contracts and other information regarding the Company's customers or suppliers, (v) the Company's business plans and marketing plans, (vi) the Company's management and financial reports, (vii) software source codes and object codes of the Company, (viii) the Company's research and development activities and (ix) the Company's employee records, personnel files, information relating to employee roles and capabilities, and compensation information. In addition, Confidential Information shall include any information and materials that are marked as proprietary or confidential information of the Company, or that I am told (or that I reasonably would be expected to know) are proprietary or confidential information of the Company.
- 2. INTELLECTUAL PROPERTY** - I hereby assign absolutely and irrevocably, on a worldwide basis and in perpetuity, to the Company or its designee, at no charge, all of my right, title and interest in and to any and all Intellectual Property (as defined below) with respect to any works, inventions or other materials that I, whether solely or jointly with others, create, conceive or reduce to practice in the course of my employment at the Company or using the time, facilities or property of the Company. Without prejudice to the generality of the foregoing, I will, at the Company's request, also promptly execute a written assignment to the Company of any such Intellectual Property and will cooperate with the Company to the extent reasonable with respect to the protection and enforcement of any such Intellectual Property and Company's rights therein. "Intellectual Property" means all rights, worldwide, to any inventions (whether or not patentable), designs, improvements, discoveries, patents, patent applications, copyrights, trademarks, logos, trade secrets, know-how and other intellectual property rights of any kind. All such Intellectual Property shall be the sole and exclusive property of the Company and shall be deemed part of the Confidential Information of the Company irrespective of the form or medium of expression. I agree and understand that I will not be entitled to any additional compensation for such Intellectual Property.



Without limiting the foregoing, I agree that any copyrightable or patentable material shall be deemed to be works made for hire and that the Company shall be deemed the author of such works. In the event and to the extent such works are determined not to constitute works made for hire, I hereby irrevocably assign and transfer to the Company on a worldwide basis and in perpetuity, all right, title and interest in such works. I hereby agree and acknowledge that all rights assigned to the Company herein shall not lapse or revert to me even if the Company does not exercise the rights pursuant to such assignment within one year from such assignment. I hereby waive, to the fullest extent permitted by applicable law, any "moral rights" with respect to any copyrightable or patentable material, together with all claims for damages and other remedies asserted on the basis of moral rights.

- 3. RETURN OF COMPANY MATERIALS** - Upon termination of my employment with the Company for any reason whatsoever, voluntarily or involuntarily, and/or at any earlier time that the Company requests, I will deliver to the person designated by the Company all originals and copies of all documents, computer or laptops, computer files, keys, identification cards and any other property of the Company in my possession, under my control or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property (including but not limited to Intellectual Property) of the Company or any Confidential Information.
- 4. OBLIGATIONS TO FORMER EMPLOYERS** - During my employment by the Company, I will not improperly use or disclose any confidential or proprietary information or trade secrets or business plans/process of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any other materials containing such confidential or proprietary information or trade secrets or business plans/process unless consented to in writing by that former employer or person.
- 5. NON-COMPETE** – I acknowledge that during my employment with the Company, I will have access to and become familiar with the Company's trade secrets and with other sensitive and confidential information concerning the Company and its Affiliates. I also acknowledge that over the tenure of my employment, and depending upon performance evaluation by Company, I may get promoted to senior level where my services will be of special, unique and extraordinary value to the Company. I agree that during the Term hereof and for 12 months thereafter, I shall not directly or indirectly own, manage, control, participate in, consult with, render services as an employee, or engage in any business competing with the Business of Company or its Affiliates.
- 6. NON-SOLICITATION OF CUSTOMERS** - I agree that during my employment with the Company and for a period of up to twelve (12) months after the termination of my employment, I will not directly or indirectly solicit, or assist any other person to solicit, any customers of the Company, on my own behalf or on behalf of any third party, in connection with any goods or services that are competitive with the Business of Company or of its Affiliates. I agree and understand that any breach of these terms will result in irreparable harm to Company, hence I agree to be liable for all losses, liabilities, damages, demands and claims, and all related costs and expenses (including any and all legal fees, costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) that the Company may be subject to I further agree that I will also be liable for liquidated damages amounting to the revenue due to Company from any such customer whom I have solicited, for the remaining term of such customer's contract with Company.



- 7. NON-SOLICITATION OF EMPLOYEES** - During the term of my employment with the Company and for twelve (12) months thereafter, I will not: (i) encourage any employee, consultant, or person who was employed by Company on the date of termination of my employment to leave Company for any reason, nor will I solicit their services, (ii) assist any other person or entity in such encouragement or solicitation or (iii) hire or assist in hiring or retaining any such employee or consultant. I agree and understand that any non-compliance with these terms may result in irreparable harm to Company, and I agree to be liable for liquidated damages amounting to two times the annual cost-to-company of such employee whom I have solicited. I acknowledge that this is fair estimate of damages that the Company would be subject to in the event of breach at my end. However, this remedy will be without prejudice to right in Company to claim additional losses, liabilities, damages, demands and claims, and all related costs and expenses (including any and all legal fees, costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) incurred by Company.
- 8. AUTHORIZATION TO NOTIFY SUBSEQUENT EMPLOYER** - I hereby authorize the Company to notify any subsequent employer about my rights and obligations under this Undertaking following the termination of my employment with the Company.
- 9. LEGAL AND EQUITABLE REMEDIES** - I acknowledge that my services are personal and unique and that I have had, currently have and/or will have access to and become acquainted with the Company's Confidential Information, Intellectual Property, customers or other sensitive information and that the Company has a legitimate interest in protecting itself with respect to such information. I acknowledge, therefore, that the Company shall have the right to enforce this Undertaking and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Undertaking and in any court of competent jurisdiction. In the event that any suit or action is instituted to enforce any provision of this Undertaking, the prevailing party shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Undertaking (including, without limitation, reasonable fees and expenses of attorneys, accountants and expert witnesses), which shall include, without limitation, all fees, costs and expenses of appeals.
- 10. ACKNOWLEDGEMENT** - I have read the covenants and undertakings set forth above and have had the opportunity to discuss them with advisors of my choosing, and I acknowledge and agree that the foregoing restrictions on my future employment and business activities are fair and reasonable given the nature and scope of the Company's business, the substantial investments made by the Company of capital and other resources to develop customer relationships and goodwill, the unique nature of my position with the Company (including, without limitation, in regard to customer relationships and goodwill) and my access to valuable Company trade secrets, confidential customer lists and other confidential or proprietary information, including but not limited to the Confidential Information.



11.EMPLOYMENT - I agree and understand that nothing in this Undertaking shall confer any right with respect to continuation of my employment by the Company, nor shall it interfere in any way with any right that I or the Company may have to terminate my employment at any time, with or without cause. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Undertaking unless otherwise expressly stated in writing by the Company.

I ACCEPT THE OBLIGATIONS UNDER THIS UNDERTAKING WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS UNDERTAKING. I SIGN THIS UNDERTAKING VOLUNTARILY AND FREELY.

Signature

Date



Joining Confirmation

To,

Subodh Kumar

Sutherland Global Digital Private Limited

I acknowledge receipt of this Transfer Letter dated 8/29/2025 and am happy to report to duty with effect from the effective date of transfer of my employment.

I look forward to a long and rewarding association with Sutherland.

Please indicate your acceptance by signing below.

Signature

Date