

MUTUAL SEPARATION AND RELEASE AGREEMENT

This Mutual Separation and Release Agreement (" **the Agreement**"), is made and entered at Bangalore on this 20th day of Dec, 2023

BY AND BETWEEN

Swathi S (E5663952) (hereinafter referred to as " **the Employee** " which expression wherever the context so admits or requires, means, and includes their respective heirs, legal representatives, successors, and assigns), being party of the **FIRST PART**

AND

Fidelity Information Services India Pvt. Ltd., a company incorporated under the provisions of the Companies Act 2013 having its registered office at S-405 (LGF), Greater Kailash Part II, New Delhi 110048 (hereinafter referred to as the '**Company**' which expression wherever the context so admits or requires, means, and includes their respective heirs, legal representatives, successors, and assigns), being party of the **SECOND PART**

Company and Employee are hereinafter collectively referred to as "**Parties**" and individually as " **Party** ".

"**Group**" means (a) Company; (b) any related companies of Company (in accordance with the Companies Act, 2013); (c) any entity that controls, is controlled by or is under common control with Company; and (d) any other entity that relates to Company or any other member of the Group by a common interest in an economic enterprise, for example, a partner or another member of a joint venture. A reference to 'Group' includes any member of the Group.

RECITALS

WHEREAS

- 1.The Employee commenced employment with the Company on 25 Oct, 2021 and was issued a letter of appointment which specifies the terms and conditions of the Employee's employment with the Company (" **Letter of Appointment** ").
2. **Worldpay India Pvt. Ltd.** has entered into an agreement for transfer of employee, employee benefits and assets with the Company wherein it has been agreed that certain employees and assets of the Company will get transitioned to Worldpay India Pvt. Ltd.. not later than 01 Jan, 2024. In terms of the said agreement, the Employee's current employment with the Company shall come to an end and Worldpay India Pvt. Ltd. shall extend new offer of employment to the Employee on the terms and conditions similar to the Employee's existing terms of employment with the Company and with the benefit of continuity of employment for all purposes including for the computation of the terminal benefits, in case any
3. Based on the aforesaid arrangement, the Parties, now wish to mutually bring their employment relationship to an end and accordingly, the Parties have decided to set forth their respective rights and obligations with respect to the Employee's separation from the Company and to finally settle and resolve all matters amicably concerning the Employee's employment with the Company and the separation thereof in accordance with the terms and conditions of this Agreement.
4. The Company has agreed to pay the Employee in accordance with this Agreement in satisfaction of all the legal and contractual entitlements accruing to the Employee pursuant to her employment with the Company and the separation thereof and, in consideration of which, the Employee has agreed to be bound by the release and other obligations contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Company and the Employee hereby agree as follows:

1.1. Termination of Employment

1.1. The Employee has received an Offer-cum-Letter of Appointment dated 20 Dec, 2023 from Worldpay India Pvt. Ltd., wherein she has been offered a position of Senior Engineer - Development with 01 Jan, 2024 as her effective date of joining (hereinafter referred to as "**New Offer**") and a copy of the same is attached and annexed herewith as '**Annexure -- A**'. The Employee agrees and acknowledge that she has read and understood the terms and conditions of the New Offer and the Employee has voluntarily accepted the same, without any coercion, undue influence, fear, or pressure of whatsoever nature. The Employee agrees that the position offered by Worldpay India Pvt. Ltd. is equivalent to her current position at the Company and the terms and conditions of the New Offer are similar and in no manner less favorable than those provided by the Company.

1.2. In lieu of the New Offer and other payments (of whatsoever nature) made to the Employee under this Agreement, the Parties have agreed to mutually terminate their employment relationship effective the close of business hours on 31 Dec, 2023 ('**Separation date**'). It has been further agreed between the Parties that the Employee in consideration of the New Offer would also submit her resignation to the Company. In this regard the employee voluntarily agrees and understands that by accepting the terms and condition of this agreement the Employee will also digitally sign the resignation letter attached and annexed herewith as '**Annexure – B**'.

1.3. The Employee will be eligible to receive salary and benefits from the Company up to the Separation Date, in the normal manner as in the past, at which date any entitlement to salary and benefits will cease, other than those as provided in this Agreement.

1.4. The Employee will be re-imbursed for all expenses properly incurred in connection with the Employee's employment with the Company up to the Separation Date, subject to receipt of satisfactory documents / bills and / or evidence of expenditure in accordance with the terms of the Company's expense policy.

1.5. Until the Separation Date, the Employee shall continue to be bound by the terms of the Letter of Appointment and the Company internal rules, regulations, and policies. However, the Parties mutually agree to waive-off the notice period requirement as provided in the Letter of Appointment.

1.6. The Employee acknowledges and agrees that all authorizations of whatsoever nature issued in favor of the Employee on behalf of the Company would stand withdrawn with effect from the Separation Date and to this effect, the Employee shall not represent herself on behalf of the Company before any customer, vendor, forum, body or corporate whatsoever.

1.7. This Agreement shall not in any way be construed as an admission on the part of the Company that it wrongfully or in any manner or fashion whatsoever violated any law or obligation to the Employee. the Company specifically denies that it has violated any law or obligation relating to the employment of the Employee and /or to the Employee's separation from her employment with the Company.

2. Payments to the Employee

2.1. Payments

In consideration of, and contingent upon, the Employee's acceptance of and compliance with all the terms and conditions of this Agreement, the Company agrees to pay such amount to the Employee as provided in '**Annexure – C**' of this Agreement as a full and final settlement of her dues with the Company ("**Full and Final Payment**").

2.2. Withholding from Payment

The Full & Final Payment shall be subject to all applicable statutory or other withholding taxes or deductions as per the Company policies and guidelines.

2.3. Payment would include full amount owed

2.3.1. The Employee agrees that the Full & Final Payment comprises all amounts payable by the Company to the Employee, whether towards salary, other remuneration or any other statutory or contractual payment connected with her employment with the Company or the separation thereof.

2.3.2. With effect from the Separation Date, the Employee will have no entitlement to any bonus, or other statutory or contractual payments or any entitlement to participate in any bonus, benefit, or insurance scheme other than as stated in this Agreement.

3. Non-Disparagement

The Employee agrees that she shall not disparage or impinge the reputation or damage the goodwill or the business of the Company, the Group or that of any individual employed by, or a partner of the Company or its Group.

4. Employee's Indemnity and Release from Claims and Liability

4.1. Agreement fully satisfies Employee's rights

4.1.1. This Agreement fully satisfies the rights that the Employee and anyone who claims through the Employee, has, or may have against the Company (or any other member of the Group) or any of its (or their) officers, employees and agents arising directly or indirectly out of the Employee's employment with the Company or the separation thereof.

4.1.2. The Employee shall not make, or assist or procure any other person to make any further claim or bring any further legal or other proceedings against the Company or any other member of the Group or the Released Parties (as defined herein below) in respect of any matter arising directly or indirectly out of the Employee's employment with the Company or the separation thereof (whether or not such claim or proceeding is presently within the contemplation of any Party and whether or not the facts or law giving rise to any such claim are presently within the belief or knowledge of any Party).

4.2. Employee Release

4.2.1. In consideration of the New Offer and the Full and Final Payments payable under this Agreement, the Employee agrees to and hereby does knowingly and voluntarily release and discharge the Company, and the Group, their agents, executives, directors, officers, employees and their predecessors and successors (the "**Released Parties**") from any and all claims, causes of action and demands of any kind, whether known or unknown, which the Employee has or may have had and which are based on acts or omissions occurring up to and including the Separation Date. For avoidance of any doubt, it is hereby clarified that the Employee releases the Released Parties from all claims and liability arising directly or indirectly out of her employment with the Company or the separation thereof. The term 'claims' in this clause is intended to be broad and all-encompassing and is not limited to those claims specifically stated in the foregoing sentences.

4.2.2. The Employee understands that upon her separation from the Company, she will not be entitled to receive any payments from the Company towards severance compensation, ex-gratia payments, gratuity or any other statutory or contractual payments which are otherwise payable and/ or linked to her tenure of employment with the Company. However, the Company will transfer a maximum of 45 days of your accumulated privileged leaves to Worldpay India Pvt. Ltd..

4.2.3. The Employee hereby provide her consent to Company to transfer her gratuity liability for the period of her employment with Company to Worldpay India Pvt. Ltd. The Employee further understands that she would be entitled to receive payment of gratuity in terms of the Payment of Gratuity Act, 1972 from Worldpay India Pvt. Ltd., wherein Worldpay India Pvt. Ltd. will take into consideration the Employee's tenure of employment with the Company for all purposes including the payment of gratuity provided the Employee is eligible to receive gratuity under the applicable law. Basis the aforesaid understanding, the Employee accepts and acknowledges that the Company shall be discharged of its liability to pay any gratuity to the Employee and the Employee shall have no recourse to claim any gratuity from the Company.

4.2.4. The Employee understands and acknowledges that as per the terms and conditions of the New Offer, the Employee's tenure of employment with the Company has been recognized and taken into consideration by **Worldpay India Pvt. Ltd.** and the Employee would be eligible to receive all tenure-based benefits basis the Employee's eligibility as per the applicable laws or the internal policies of **Worldpay India Pvt. Ltd.**. The Employee hereby expressly agrees to waive-off all claims related to the Employee's employment with the Company or her separation thereof, whether monetary or non-monetary, in favor of the Released Parties.

4.3. Employee Indemnity

The Employee shall indemnify and hold harmless the Released Parties against any loss, damage, or expense (including reasonable legal fees) that may be incurred directly or indirectly out of a breach of this Agreement by the Employee.

4.4. Scope of the Release and Indemnity

This release and indemnity:

4.4.1. covers all claims and liabilities described and arising under applicable law and the Letter of Appointment issued to the Employee by the Company.

4.4.2. covers all claims by, and liabilities to, anyone who claims through the Employee.

4.4.3. covers all claims and liabilities that may arise in the future; and

4.4.4. covers all claims whether such claims are presently within the contemplation of any Party and whether or not the facts or law giving rise to any such claim are presently within the belief or knowledge of any Party.

4.5. Acknowledgements and Undertaking by the Employee

The Employee acknowledges and agrees that:

4.5.1. the New Offer and the Full and Final Payments paid under this Agreement are the final and conclusive settlement of all sums payable to the Employee in connection with the Employee's employment with the Company and/or the separation thereof.

4.5.2. the terms of this Agreement are fair and reasonable; and

4.5.3. the existence and terms of this Agreement shall be confidential. The Employee specifically agrees that she will neither now, nor at any time in the future, disclose or cause to be disclosed to any person the existence or terms of this Agreement.

5. Confidential Information

The Employee acknowledges and agrees that following the Separation Date, the Employee shall not use, disclose, or divulge to any person any confidential information about the business or affairs of the Company, or about any other matters which may have come to the knowledge of the Employee during her employment with the Company. For the purpose of this clause, 'Confidential Information' means all information or data made available to the Employee (whether furnished orally, in writing, electronically, or through any other form or medium and regardless of whether it is specifically marked or identified as confidential) or which directly or indirectly comes to the knowledge of the Employee or any part thereof, concerning or relating to the Company, including all analysis, forecasts, reports, studies, agreements, and other documents whether prepared by the Company, its employees, or a third party, but shall not include information that is now in or hereafter enters, the public domain through no action by the Employee whether contractual or otherwise.

6. Non-solicitation

The Employee agrees that for a period of Two (2) years following the Separation Date, the Employee will not, directly or indirectly, (a) hire, engage or solicit to hire or engage any individual who is engaged as a contractor or consultant or employed by the Company, (b) otherwise induce or attempt to induce any individual who is engaged as a contractor or consultant or employed by the Company to terminate such engagement or employment, (c) in any way interfere with the relationship between the Company and any individual who is engaged as a contractor or consultant or employed by the Company; (d) contact, solicit, divert, appropriate or call upon with the intent of doing business with (other than for the exclusive benefit of the Company) any customer of the Company if the purpose of such activity is to solicit such customer or prospective customer for a competing business, to encourage such customer to discontinue, reduce or adversely alter the amount of such customer's business with the Company or to otherwise interfere with the Company's relationship with such customer, or (e) in any way interfere with the Company's relationship with any supplier, manufacturer, service provider or other business relation of the Company.

7. Continuing Obligations

7.1. The Employee affirms and agrees that she shall continue to comply with the confidentiality obligations and other continuing obligations as specified in the Letter of Appointment.

7.2. The Employee will not either directly, or indirectly, commit any act or omit to do any act or thing which might reasonably be expected to damage the business, interests, or reputation of the Company or the Group.

8. General

8.1. Governing Law

8.1.1. This Agreement shall be governed by the laws of India.

8.1.2. In the event of a dispute, the Parties shall submit themselves to the non-exclusive jurisdiction of the courts in Bangalore, India, for any proceedings arising out of or in connection with this Agreement.

8.2. Amendment

No modification, amendment, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both the Parties.

8.3. Entire Agreement and Severability

8.3.1. This Agreement contains the entire agreement between the Parties about the subject matter.

8.3.2. Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

8.4. Counterparts

This Agreement may be executed simultaneously in counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

IN WITNESS whereof, this Agreement has been executed on the date first above written.

On behalf of **Fidelity Information Services India Pvt. Ltd.**



Nikhileshwar Singh

People Leader – India and Philippines

Signed in Agreement by

Swathi S / E5663952

I declare that I have carefully read, understood and accepted the terms and conditions of this agreement on 20 Dec, 2023

09:49:44

ANNEXURE – A

OFFER-CUM-LETTER OF APPOINTMENT (given below)

OFFER-CUM-LETTER OF APPOINTMENT

December 20, 2023

Swathi S

Email ID: swathideepthi26@gmail.com

Dear **Swathi**,

It is our pleasure to offer you the position of **InP - Software Engineer I; Senior Engineer - Development** with **Worldpay India Private Limited** (hereinafter referred to as the "Company") on the terms and conditions mentioned herein below:

1. Your principal place of work shall be **1st Floor, Tower 1, Block Mobius EPIP Zone 1, Whitefield, Bangalore 560066, Karnataka**. However, unless been instructed by the Company in writing, you may work remotely from your home. Working remotely from your home is not a formal employee benefit or entitlement but is intended to only provide you a flexible work option and the same may be discontinued at any time by the Company at its sole discretion without any prior notice to you. While working from your home, you shall strictly adhere to the terms and condition of the Company's 'Work from Home Policy'. In addition, the Company may sometimes instruct you to physically report to any of the Company's offices depending on the business exigencies, and it shall be your duty to ensure that you adhere to such instructions.
2. During your employment with the Company, the Company may from time to time determine to transfer you to any other location, department, function, establishment, or branch of the Company or its subsidiary, associate, or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
3. Your employment with the Company shall commence on **January 01, 2024**, unless otherwise communicated in writing by the Company. However, the Company will take into consideration your tenure of employment with your previous employer (i.e., effective **25 October, 2021** for the purpose of calculating all employment related benefits and entitlements, including for the computation of any terminal benefits, in case any. You will be entitled to carry forward any number of privilege leaves accumulated by you while in your employment with your previous employer (which should not in any case exceed forty-five (45) days).
4. If you are on probation with your previous employer or your probation has been extended by your previous employer, your employment with the Company shall be deemed to be confirmed, provided you have achieved the performance standard at the end of six (6) months or you have been issued a letter of confirmation by the Company, as the case may be. For the purposes of this clause, your period of employment with your previous employer will be taken into consideration by the Company.
5. **General Duties and Responsibilities**
 - a) In such role, under the overall superintendence, control and direction of the Company, you agree to use your best endeavours to promote and foster the Company's interests and save where it causes a conflict with the Company's interests, those of its other affiliated Companies. You shall be responsible for such duties as are commensurate with and required by such position, and any other duties as may be assigned to you by the Company from time and time.

- b) The Company is committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the company including the Code of Business Conduct and Ethics as they form an integral part of the terms of employment with the Company. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time whereupon you will be required to comply with the same.
- c) Subject to the terms and conditions of this Offer-cum-Letter of Appointment you shall:
 - i. Obey all lawful and reasonable directions of the Company.
 - ii. Observe in form and spirit such restrictions or limitations as may from time to time to imposed by the Company.
 - iii. Implement and observe in form and spirit any relevant Company and/or affiliated Company's policy, procedures, rules, and regulations (whether formal or informal) including the Code of Business Conduct and Ethics.
 - iv. Report to the Company any relevant wrongdoings (including misconduct or dishonesty) whether committed, contemplated, or discussed by a director, employee, or worker of the Company and/or any affiliated Companies of which you are aware and irrespective of whether this may involve any degree of self -incrimination.
 - v. During your employment with the Company, you shall seek and obtain prior written approval of the Company for directly/ indirectly engaging in any other business activity, consistent with the Company's Code of Business Conduct and Ethics.

6. Hours of work

- a. Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice. The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.
- b. You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

7. Remuneration

- a. Your Total Compensation will be **INR 711,702.00** per annum, which shall be subject to applicable statutory deductions and deduction of applicable taxes by the Company as per the laws applicable from time to time.
- b. Your salary will be paid on a monthly basis in equal instalments, on or before 7th day of succeeding calendar month, by credit transfer into your nominated bank account. Your salary shall be subject to statutory deductions as per applicable laws from time to time. Your monthly salary details will be confirmed to you through a payslip which shall be provided to you on the day of salary credit.
- c. A detailed break-up of your remuneration including the performance pay as may be applicable is attached in Annexure 1.

- d. Your performance and contribution to the Company will be an important consideration for salary increments and/or promotion. Salary increments and/or promotions will be based on the Company's Compensation and Performance Policy.

8. Other Benefits

- a. You will be entitled to the following:
 - i. Leave, holidays and working hours as applicable to your category of employees and location of posting.
 - ii. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by the Company.
 - iii. Leave Travel Assistance as per the policy of the Company.

9. Data Protection

- a. You consent to the Company or any affiliate processing both electronically and manually any data which relates to you for the purposes of the administration and management of its employees and its business and for compliance with applicable procedures, laws, and regulations and in particular to the processing of sensitive personal data for the purposes of:
 - i. Salary, benefits and pensions administration and employee management.
 - ii. Health administration and for the purposes of health insurance/benefits.
 - iii. Training and appraisal, including performance records and disciplinary records.
 - iv. Equal opportunities monitoring.
 - v. Promoting or marketing of the Company and/or any Affiliate and/or its or their products or services.
 - vi. Compliance with applicable procedures, laws, and regulations; and/or
- b. Any other reasonable purposes in connection with your employment about which you shall be notified from time to time.
- c. You acknowledge and accept that in order to fulfil the purposes set out above, it may be necessary to pass your personal data (or sensitive personal data, as appropriate) to regulatory bodies, government agencies and other third parties as required by law or for administration purposes.
- d. You acknowledge and accept that the Company and/or any affiliate Company may monitor electronic correspondence (including email, voice and text messages) which you receive at work and/or on Company systems and/or properly provided to you by the Company and/or any affiliate Company for the purposes of your work in order to ensure the integrity of its information technology or to prevent or detect criminal behaviour or behaviour which contravenes employment legislation and/or other Company and/or affiliate Companies policies.
- e. You agree to use all reasonable endeavours to keep the Company informed of any changes to your personal data or sensitive personal data and to comply with all relevant data protection legislation.

10. Conflict of Interest

- a. You are required to engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments (whether part time or full time, paid or unpaid, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your manager or the Chief Compliance Officer.

- b. You shall ensure that you shall not, directly, or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of the Company.
- c. You shall not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier, or any customer with whom you have a connection.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with or perform services of any type for any third party.
 - iv. In case of any conflict or doubt, please discuss the matter with your manager or the Chief Compliance Officer, to understand Company's position on this and resolve the conflict.

11. Confidentiality of Information

- a. You acknowledge that by signing this Offer-cum-Letter of Appointment, you are accepting and agreeing to the provisions of Annexure 2, the Employee Intellectual Property and Confidential Information Agreement, which is a part of this Offer-cum-Letter of Appointment as though fully set forth herein.

12. Invention Assignment

- a. You acknowledge that by signing this Offer-cum-Letter of Appointment, you are accepting and agreeing to the provisions of Annexure 2, the Employee Intellectual Property and Confidential Information Agreement, which is a part of this Offer-cum-Letter of Appointment as though fully set forth herein.

13. Company Property

- a. All documents and letters including information, documents, and copies (whether written, printed, electronic, recorded or otherwise and wherever located) relating to the business of the Company which come into your possession during the course of your employment with the Company shall remain the property of the Company.
- b. On termination of your employment, you must return to the Company such documents or letters or any other Company property which may be in your possession.

14. Non-Compete and Non-Solicitation

Save with the prior written permission of the Company, you shall not during your employment (whether during or outside normal working hours):

- a. Hold any Material Interest in any person which:
 - i. Is or shall be wholly or partly in competition with any of the Businesses.
 - ii. Impairs or might reasonably be thought by the Company to impair your ability to act at all times in the best interests of the Company and/or any affiliate Companies; and/or
 - iii. Requires or might reasonably be thought by the Company to require you to make use of or disclose any Confidential information to further your interests in that person.
- b. Take any preparatory steps to become engaged or interested in any capacity whatsoever in any business or venture which is in or is intended to enter into competition with any of the Businesses.

- c. Carry out any public or private work other than the Duties that is inconsistent with the Code of Business Conduct and Ethics (whether for profit or otherwise).
- d. Directly or indirectly receive in respect of any goods or services sold or purchased or any other business transacted (whether or not by you) by or on behalf of the Company and/or any affiliate Companies any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by the relevant Company and/or any affiliate Companies rules or guidelines. You will account to the Company for the value of any such inducement.
- e. Make any statement (whether written or oral) to, or provide any material for publication by, television, film, radio, internet or other similar media and will not write a book or article or otherwise publish (regardless of the medium of such publication) any matter on or relating to the business and affairs of the Company or any affiliate Companies (including, without limitation, any matter relating to any customer, client or other connection of the Company or any affiliate Companies).

15. Indemnification

- a. You agree and accept to indemnify the Company, and its Board of Directors, officers, employees and agents against any liability, loss or damage, arising directly or indirectly from, and any costs and expenses (including legal expenses on a full indemnity basis) incurred in connection with:
 - i. any breach of this Offer-cum-Letter of Appointment by you.
 - ii. the terminations or withdrawal of this Offer-cum-Letter of Appointment because of a breach by you.
 - iii. any willful, unlawful, or negligent act or omission by you.
 - iv. any illness, injury to, or death of any natural person caused or contributed to by you.
 - v. any loss of or damage to real or personal property (including the loss of use thereof) of the Company or a third party caused or contributed to by you.
 - vi. any claim, action, demand or proceeding by a third party against the Company, or its officers, employees or agents caused or contributed to by you.
 - vii. any penalty imposed for breach of any applicable law in relation to your performance of duties during your employment with the Company.
 - viii. loss or damage to any plant, equipment, tools appliances or other properly owned, tested, or hired by you and used in relation to this Offer-cum-Letter of Appointment; or
 - ix. any act or omission by you while performing your duties in terms of this Offer-cum-Letter of Appointment that results in a claim that you or the Company is infringing or allegedly infringing the intellectual property rights of any person, except to the extent that any liability, loss, damage, cost, or expense is solely and directly caused by the negligence of the Company or its officers, employees, or agents, other than you.
 - x. The Company shall indemnify you, to the maximum extent permitted by law, during and after the termination of your employment, against all judgements, settlement payments, cost, attorney fees, and other reasonable expense incurred by you in connection with the defense of any action, suit, or proceeding, arising from events before or during the term of your employment to which you have been made party because of the performance of your duties under this Offer-cum-Letter of Appointment. The right of indemnification shall be in addition to any rights that you may otherwise be entitled to under the byelaws of the Company.

16. Background Check

- a. The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If a background check raises doubts on any of the details furnished by you, and the Company determines the need to further validate such facts, the Company may ask you for any further information and documents as it deems necessary, to substantiate information you provided earlier.

- b. If the background check fails to confirm authenticity of any of the information mentioned by you at the time of your joining the Company or thereafter, the Company reserves the right to withdraw the employment offer given to you and / or terminate this employment relationship immediately without any prior notice to you.

17. Anti - Bribery and Anti – Corruption

- a. The Company expects the highest standards of integrity in relation to employees' dealings with the Company's customers, suppliers, agents, and subcontractors and with any government official.
- b. You are required to read, understand, and agree to abide by the Company's Anti-Bribery and Anti-Corruption Policy which includes Compliance Rules, Gift & Entertainment standards, Incentives, Prizes and Contests etc.
- c. When accepting gifts of whatever kind from any client or vendor or candidate of the Company or any prospective client or vendor or candidate or any third party, you warrant that you shall comply with the provisions of the Anti-Bribery and Anti-Corruption Policy.
- d. Any breach of the Anti-Bribery and Anti-Corruption Policy are subject to disciplinary action, up to and including termination of employment for cause. you may access the policy on the Company's intranet portal.

18. Termination of Employment

- a. Voluntary Resignation: You may resign from employment with the Company by providing **75 days'** notice. You are expected to serve the Company diligently during this period of notice, in accordance with all applicable Company policies. The Company may at its sole discretion waive / extend all or part of the notice or allow you to pay in lieu of the notice.
 - b. Termination by the Company without Cause: The Company may terminate your services by giving **75 days'** notice or salary in lieu thereof. If your employment terminates without cause, you shall be entitled to accrued obligations and accrued performance benefits if any.
 - c. During the probation period, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the Reporting Manager.
 - d. Termination by Company for Cause: Notwithstanding anything mentioned in this Offer-cum-Letter of Appointment, the Company may also terminate your employment with immediate effect, without any notice or payment in lieu of notice on grounds prescribed under law or Company policies.
 - e. Retirement: You will automatically retire from the Company on attaining the age of 60 years. An extension may, however, be given at the discretion of the Company.
 - f. Cause for Termination means: A willful failure by you to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by you of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.
- 18A. Relinquishment of Employment: In case you absent yourself from duty for 7 (seven) consecutive days or more or extend your originally granted leaves without the consent of your Reporting Manager for more than five (5)) consecutive days and without good cause, you shall be deemed to have left and relinquished your employment with the Company. Such automatic relinquishment of employment shall be deemed as termination of your employment by the Company.

19. Acknowledgement of Employee

- a. You hereby acknowledge and agree that:
 - i. The terms of employment in this Offer-cum-Letter of Appointment is necessary for the protection of the legitimate business interests of the Company and employee.
 - ii. The restrictions contained in this Offer-cum-Letter of Appointment may be enforced in a court of law whether or not you are terminated with or without Cause.
- b. You hereby acknowledge and agree to abide by all internal Policies of the Company, accessible and available on Company's intranet. Company reserves the right to change these Policies at any time in its absolute discretion.
- c. Your employment is further subject to your legal authorization to work in your work location.
- d. You agree that the execution, delivery and performance by you in terms of this Offer-cum-Letter of Appointment will not violate, conflict with, result in a breach of terms, conditions or provisions of, result in the creation of any encumbrances, or constitute a default (on an event that, with giving of notice or lapse of time of both, would constitute default) or an event creating rights of acceleration, modification, termination, cancellation or a loss of rights under any contract to which you are a party including any non-compete or non-solicitation agreement or obligation, any approval, order, judgement, decree or award to which you are a party or by which you are bound or any law applicable to you.
- e. You agree that this Offer-cum-Letter of Appointment will be duly and validly executed by you and upon execution and delivery, this Offer-cum-Letter of Appointment will constitute legal, valid, and binding obligations upon of you, and would be enforceable against you in accordance with its terms.

20. Changes to your Terms of Employment

- a. The Company reserves the right to make reasonable changes to any of your terms and conditions of employment and you will be notified of any changes to Company policies and procedures of detail by way of a general notice to all employees and any such changes will take effect from the date of the notice.
- b. You will be given written notice of any significant changes pertaining to the terms of employment in this Offer-cum-Letter of Appointment by way of an individual notice or a general notice to you.

21. Entire Document

- a. The terms and conditions provided in this Offer-cum-Letter of Appointment constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- b. The only remedy available to either party in respect of any such statement, representation, warranty, or understanding shall be for breach of contract under the terms of this Offer-cum-Letter of Appointment.
- c. If any of the terms or conditions provided in this Offer-cum-Letter of Appointment are found to be illegal or unenforceable, such terms and conditions shall be treated as severable from the rest of the terms and conditions of this Offer-cum-Letter of Appointment and the remaining terms and conditions shall continue in force.
- d. Nothing in this clause, shall operate to exclude any liability for fraud.

22. Governing Law and Jurisdiction

- a. This Offer-cum-Letter of Appointment and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the law of India.
- b. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts in India over any claim or matter arising under or in connection with this Offer-cum-Letter of Appointment.

By signing below, you confirm that the above-mentioned terms and conditions are acceptable to you and that you accept the appointment by submitting the signed copy of this Offer-cum-Letter of Appointment with your original signature on the date of joining.

Yours Sincerely,
For **Worldpay India Private Limited**



Nikhileshwar Singh
People Leader – India and Philippines

ANNEXURE - 1

Name : Swathi S

Date of Joining: January 01, 2024

| | | |
|---|-------------|-------------|
| FIXED PAY | | |
| Particulars | Amount (PM) | Amount (PA) |
| Basic Salary | 27,590.00 | 331,080.00 |
| House Rent Allowance | 13,795.00 | 165,540.00 |
| Flexi Benefit Plan^ | 10,475.00 | 125,696.00 |
| Employer's contribution to Provident Fund | 3,311.00 | 39,732.00 |
| BASE PAY (FIXED PAY) | 55,171.00 | 662,048.00 |
| Performance Bonus* | | 49,654.00 |
| TOTAL COMPENSATION (TC) | | 711,702.00 |
| ANNUAL BENEFITS | | |
| Benefit Particulars | Amount (PA) | |
| Gratuity (As per payment of Gratuity Act) | 15,925.00 | |
| Premium paid by the employer for Group Health Medical Insurance** | 30,481.00 | |
| COST TO COMPANY (CTC) | | 758,108.00 |
| <div>1. *Your Performance Bonus represents the target amount (at 100% pay-out). Actual pay-outs can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.</div> <div>2. Taxes and other statutory deductions/payments as per applicable law.</div> <div>3. ** To know your eligibilities for Group Health Medical Insurance, please refer to the policy</div> <div>4. **You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.</div> <div>5. ^ Please refer to FBP Policy for details</div> <div>6. Your compensation can be restructured at any time protecting Total Compensation (TC)</div> <div>7. All salary components are governed by the company policies and statutory guidelines.</div> <div>8. This compensation details are strictly confidential and must not be discussed with anyone other than your Reporting Manager.</div> | | |

I Swathi S, do hereby voluntarily accept and acknowledge the terms and conditions set-forth in this Offer-cum-Letter of Appointment

Acknowledged by :

Swathi S / E5663952

EMPLOYEE INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION AGREEMENT (given below)



EMPLOYEE INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment with any of Fidelity National Information Services, Inc., its subsidiaries, and its other affiliated entities (individually and collectively, "FIS"), and the payment of salary and other compensation that I receive during my employment with any of FIS, I now enter into this Employee Intellectual Property and Confidential Information Agreement (this "Agreement") and agree as follows:

I. ACKNOWLEDGEMENTS: I acknowledge that: (1) "FIS's Business" includes the provision of data processing and related services, and consulting and professional services and solutions, using FIS's proprietary software, databases, information, and intellectual property, and the licensing, maintaining, enhancing, and developing of FIS's proprietary software, databases, information, and intellectual property, and all other businesses of any kind engaged in by FIS, and all related software, databases, information, intellectual property, and services which FIS may in the future develop internally or obtain through acquisition; (2) FIS's Business is highly competitive, is marketed throughout the United States, Europe, Asia, and in many other locations worldwide, and requires long sales lead times often exceeding one or more years; (3) FIS expends substantial time and money, on an ongoing basis, to train its employees, maintain and expand its customer base, and improve and develop its software, databases, information, and intellectual property, and services; (4) during my employment with FIS, I will have access to, receive, learn, develop and/or conceive information that is proprietary and confidential to FIS and/or a trade secret of FIS (collectively "Confidential Information," as further defined below), this Confidential Information must be kept in strict confidence to protect FIS's Business and maintain its competitive position in the marketplace, and this Confidential Information would be useful to FIS's existing and potential competitors and provide them with an unfair advantage; (5) I have received adequate consideration for signing this Agreement, which includes, but is not limited to, the granting of access to Confidential Information; (6) the restrictions in this Agreement are reasonable and necessary to protect FIS's legitimate business interests; and (7) during my employment with FIS, I must comply with FIS's corporate policies.

II. CONFIDENTIALITY: "Confidential Information" means information, or a compilation of information, in any form (tangible or intangible), related to FIS's Business that has not appropriately been made public and that is not generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. I understand that FIS's Confidential Information includes, by way of example only: (1) the identity of customers and prospects, their specific requirements, and the names, addresses and telephone numbers of individual contacts; (2) prices, renewal dates and other detailed terms of customer and supplier contracts and proposals; (3) pricing policies, information about costs, profits and sales, methods of delivering services and products, marketing and sales strategies, and software and service development strategies; (4) source code, object code, specifications, user manuals, technical manuals and other documentation for software products; (5) screen designs, report designs and other designs, concepts and visual expressions for software products; (6) information obtained from FIS's confidential personnel records; (7) forecasts, budgets and other non-public financial information; (8) expansion plans, business or development plans, management policies, information about possible acquisitions or divestitures, potential new products, markets or market extensions, other business strategies and policies; and (9) information about the business affairs of third parties (including, but not limited to, customers, suppliers, and potential acquisition targets) or other information obtained from or about third parties as a result of my employment with FIS, that such third parties provide to FIS in confidence.

At all times during and after my employment with FIS, I will not disclose or communicate any Confidential Information to any competitor or other third party, or use or refer to any Confidential Information for any purpose, or remove materials containing any Confidential Information from FIS's premises, except as necessary for me to properly perform services for FIS during my employment. Upon termination of my employment, I will immediately return to FIS all property, documents, and information belonging to or originating from FIS, including, but not limited to, all correspondence files, business card files, customer and prospect lists, price lists, software, manuals, technical data, forecasts, budgets, notes, and any other materials of any kind that contain any Confidential Information, and I will not retain any copies, excerpts, or summaries of any of those materials. I understand that these provisions apply even to Confidential Information that is developed or conceived by me, alone or with others, at FIS's instruction or otherwise. I also understand that these provisions apply to all information I may receive that is confidential or proprietary to any customer or other company who does business with FIS. I will not, **at any time during my employment with FIS,** develop, design, market, or sell, except on behalf of FIS, any product, service, or software that is similar to (in function or purpose) with any of FIS's proprietary products, services, or software. I will not, **at any time after my employment with FIS terminates for any reason,** use any proprietary software, databases, information, or intellectual property of FIS, or any FIS Confidential Information, for the development, design, marketing or sale of any products, services, or software that are similar to (in function or purpose) with any of FIS's proprietary products, services, or software. Trade secret information will remain protected at all times and nothing herein shall be construed to reduce or diminish the applicability of trade secret protections that apply to FIS's trade secrets independent from this Agreement. I also understand that I shall not be held criminally or civilly liable under any trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a

complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Finally, I understand that nothing in this Agreement prohibits me from: (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any regulatory or law enforcement agency or legislative body, any self-regulatory organization, or FIS's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any applicable law relating to fraud or any rule or regulation of an applicable governmental organization.

III. PRODUCT AND COMPUTER INTEGRITY: I understand that I am not authorized to access and use, or allow others to access and use, FIS's computers, email, or related computer systems to compromise FIS's legitimate business interests, and that unauthorized access to or use of FIS's computers in violation of this understanding may subject me to civil and/or criminal liability. I will not use a personal mobile device (e.g., cellphone, smartphone, tablet), personally owned computer (e.g., desktop, laptop), or personal electronic storage device (e.g., thumb drive, CD) to create or store any Confidential Information unless I have the prior written consent of FIS. I further agree that, if I store Confidential Information (i) on a personal mobile device without FIS's prior written consent, (ii) on any other personally owned computer or electronic storage device, or (iii) in any personal online account (e.g., Yahoo, Dropbox, iCloud), then I will provide FIS with access to such device, computer, or account, upon FIS's request consistent with applicable law, so that FIS may inspect the device, computer, and/or account to ensure that all FIS materials have been returned and not copied or retained, and/or so that FIS may permanently delete any Confidential Information stored therein. I understand and agree that the storage of Confidential Information on a personal mobile device, computer, or storage device as described in this subsection, without proper and prior authorization, would violate FIS policy. The obligations in this Section (as well as this entire Agreement) are in addition to and supplement the protections afforded to FIS by applicable law.

IV. WORKS AND IDEAS: "Works and Ideas" include, but are not limited to, products, services, marketing strategies, product ideas, business ideas, software, designs, concepts, upgrades, updates, enhancements, technology, inventions, works, improvements, derivative works, ideas, discoveries, or intellectual property of any kind or nature, whether or not patentable or copyrightable, pertaining to FIS's Business. FIS shall be entitled to own any and all Works and Ideas that are, among other things, made, written, developed, reduced to practice, authored, discovered, acquired, created, or conceived by me, alone or with others: **(1) at any time (during or after business hours) while I am employed by FIS (including, without limitation, any of the foregoing before my executing this Agreement); or (2) to the extent using or based on any software, database, information, technology, work, invention, or intellectual property of any kind of FIS, after my employment terminates.** I will promptly communicate to FIS management, in writing, all Works and Ideas. I understand that all Works and Ideas are FIS's exclusive property, and I hereby assign, irrevocably and unconditionally, all rights, title and interest in and to the Works and Ideas to FIS, whether made, written, developed, reduced to practice, or conceived before, on, or after the date on which I execute this Agreement. I will sign all documents, and provide any assistance, which FIS deems necessary to confirm its ownership of any Works and Ideas, and I will cooperate fully with FIS to allow FIS to take full advantage of those Works and Ideas, including the securing of patent and/or copyright protection and/or other similar rights in the United States, India, internationally, and in foreign countries. I hereby irrevocably waive any "moral rights," "author's special rights" or other rights with respect to attribution of authorship or integrity in relation to the Works and Ideas. I hereby further acknowledge and agree that, notwithstanding the provisions of the Indian Copyright Act, 1957, all assignments/licenses granted by me under this Agreement shall not lapse or revert or be deemed to lapse or revert to me. Further, I irrevocably waive any right to raise any objection or other claims before the Indian Copyright Board or any other governmental authority or Court of law in India with respect to any rights in and/or to the Works and Ideas, including in and/or to the ownership of the Works and Ideas, whether under the provisions of Section 19A, 30A or any other provision(s) of the Indian Copyright Act, 1957 or any applicable law.

V. TERMINATION: I understand that this Agreement does not contain a guarantee of employment and that I or FIS may terminate my employment, in accordance with my Indian employment agreement.

VI. REMEDIES: I acknowledge that it would be extremely difficult to measure the damages that might result from any breach by me of this Agreement, and that a breach may cause irreparable injury to FIS that could not be compensated by money damages. Therefore, FIS will be entitled to enforce this Agreement by obtaining a court order prohibiting me (and any others acting in concert with me) from breaching this Agreement. If a court decides that any provision of this Agreement is not enforceable for any reason, then the rest of this Agreement will not be affected. If a court decides that any provision of this Agreement is not enforceable due to the law of my state or country of residence or employment, then that provision will have no effect only while I am a resident of or employed in that state or country. If a court decides that any provision of this Agreement is too broad, then the court may limit that provision (for the jurisdiction covered by that court only and to the extent permitted by law, for that proceeding only) and enforce it as limited. If FIS prevails in any legal proceeding relating to this Agreement, then I will pay FIS all of its reasonable attorneys' fees and expenses incurred in connection with the legal proceeding or the enforcement of FIS's rights under this Agreement, regardless of whether the scope of any provision of this Agreement is limited as part of the legal proceeding; provided, however, that if I reside in and am subject to the law of a state or country that would convert this recovery of attorney's fees provision to a reciprocal obligation or an obligation where the prevailing party would recover fees and costs, then such recovery of attorneys' fees and costs provision shall not apply and each party will bear its own

attorneys' fees and costs. If a court judicially modifies the scope of any provision of this Agreement and thereafter enforces it as modified, I recognize that FIS will be the prevailing party for purposes of determining payment of legal fees.

VII. GENERAL: (a) I agree that this Agreement is fully assignable by FIS, without further consent by or consideration to me, and this Agreement may be enforced by any assignee or successor of FIS. (b) I understand that my post-employment obligations under this Agreement will survive the termination of this Agreement, termination of my employment (regardless of the cause of the termination) and/or changes in responsibilities, duties, or compensation, unless otherwise explicitly agreed in a writing signed by all parties. (c) The existence of a cause of action by me against FIS shall not constitute a defense to enforcement of the restrictions on me contained in this Agreement. (d) As used herein, references to restrictions used to protect the property and interests of FIS will be understood to include protection of the property and interests of any and all entities of FIS with which I have any material involvement during my employment with FIS. This Agreement will inure to the benefit of all of FIS and may be enforced by any one or more of FIS, without need of any further authorization or agreement from me. (e) I undertake not to, anywhere in the world, (1) take any action (or omit to take any action where required), such that it jeopardizes or prejudices the rights, title and interests of FIS including any proprietary rights, intellectual property rights, or rights in and to its Confidential Information and/or the Works and Ideas, (2) challenge the ownership of FIS in, to or under the Works and Ideas or the validity of the same and (3) shall not assert ownership over any of the Works and Ideas, Confidential Information or any other proprietary rights of FIS. (f) I understand that FIS may elect to provide another party notice of this Agreement and an opinion about its applicability. While I reserve the right to also communicate my disagreement with such an opinion if I disagree, I recognize FIS's legitimate business interest in expressing its opinion and consent to FIS doing so if it believes such is necessary. I will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later found to be unenforceable in whole or in part. (g) If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach. (h) This Agreement may not be waived, modified, altered or amended except by written agreement of all parties or by court order. (i) Nothing in this Agreement shall be construed to control or modify which entity (among the FIS family of entities) is my legal employer for purposes of any laws or regulations governing the employment relationship. (j) If a court finds any of the Agreement's restrictions unenforceable as written, the parties agree the court is authorized and expected under the terms of this Agreement to revise the restriction (for the jurisdiction covered by that court only and to the extent permitted by law, for that proceeding only) so as to make it enforceable, or if such revision is not permitted, then to enforce the otherwise unreasonable or unenforceable restriction to such lesser extent as would be deemed reasonable and lawful within that jurisdiction. I acknowledge that such a decision or modification does not constitute a precedent and that the judicial modification shall only apply for the jurisdiction in which the court sits, and to the extent permitted by law, to the proceeding at issue. (k) Except as otherwise expressly indicated, the Agreement contains the parties' entire agreement concerning the subject matter covered in it. If I have previously entered into an agreement with FIS covering such subject matter, this Agreement and its provisions shall replace any provision covering such subject matter in such previous agreement as of the date on which I enter into this Agreement and such provisions in such previous agreement shall remain in effect regarding the time before I enter into this Agreement, provided that, in the event of any conflict or discrepancy of this Agreement or any of its provisions and such provisions in such previous agreement, this Agreement and its provisions shall control retroactively as of the date on which I entered into such previous agreement as if set forth in such previous agreement. (l) I agree that this Agreement will be valid, effective, and binding when signed through any type of electronic or digital signature (including, without limitation, a web-based click). (m) When FIS deems it applicable during my employment, I will sign the latest revised version of this Agreement as a condition of continued employment. (n) **This Agreement shall be governed by the laws of India and any action brought pursuant to this Agreement shall be brought exclusively in the courts in India.**

AGREED:

EMPLOYEE SIGNATURE:

FIS: 

TITLE: People Leader - India and Philippines

PRINT NAME:

PRINT NAME: Nikhileshwar Singh

DATE SIGNED:

DATE SIGNED:

I acknowledge that I have read and understand the terms of the FIS Employee Intellectual Property and Confidential Information Agreement - India, and I agree to comply and be bound by the terms of the FIS Employee Intellectual Property and Confidential Information Agreement.

Acknowledged by :

Swathi S / E5663952

ANNEXURE – B
RESIGNATION LETTER

To,

The People Leader – India & Philippines

Fidelity Information Services India Pvt. Ltd.

Dear Sir,

As I have voluntarily accepted the alternative employment with Worldpay India Pvt. Ltd.. in terms of the Mutual Separation and Release Agreement dated 20 Dec, 2023, I hereby voluntarily resign from my current position at FIS with immediate effect. My last working day at the Company would be on 31 Dec, 2023

I would be available to provide any support / assistance to the Company during this transitioning period.

Thank you!

Sincerely Yours,

Signed by :Swathi S / E5663952

Date : 20 Dec, 2023

ANNEXURE C – ESTIMATE ONLY

| Details of Full and Final Payments | Amount (INR) |
|---|---------------------|
| Payment towards MICP/ APP/ QIP/ MIP (select as appropriate) | 11,108 |

All final payments will be subject to applicable taxes and statutory deductions as well as deductions for any amount's receivable from you and a detailed payroll advise will be provided.