

Date: 10-10-2022

Letter Reference: Contract / 10-10-2022 / Ref No. CAND\_138424

Tanmay Mishra  
Athena enclaves, Avantika building, Bhoirwadi, Khadakpada,  
, Kalyan,  
Maharashtra, 421301,  
India

Dear Tanmay,

**Employment Contract**

We are pleased to issue this letter setting out the terms and conditions of your employment with us.

The following 2 annexure form part of this letter:

- Annexure I: Particulars of your Remuneration at the start of your employment; and
- Annexure II: The terms and conditions of your employment with the Company (**T&C**).

Please go through these and return a copy of this letter duly signed by you (together with the T&C) as a token of your acceptance, within 5 days of issuance of this letter.

We welcome you to the CRISIL family and wish you a long and fulfilling career with us.

Yours faithfully,

**For CRISIL Limited**



Anupam Kaura

President – Human Resources

Encl.: Annexure I and II.

By signing below, I acknowledge and confirm that: (a) I have received this letter along with its annexure; (b) I have read the T&C fully. I understand that my employment with you will be governed by the terms and conditions of the Agreement, which I accept and agree to be bound by.

Signature: \_\_\_\_\_

Name: Tanmay Mishra

Date : \_\_\_\_\_

**CRISIL Limited**

Corporate Identity Number: L67120MH1987PLC042363

**Annexure I**

**Remuneration details attached to letter reference LOI /10-10-2022 / Ref No.CAND\_138424 issued to:**

Name: Tanmay Mishra

<b>Level</b>	09A
<b>Designation</b>	Software Engineer
<b>Department</b>	Corporate Technology-Development
<b>Location</b>	Mumbai Crisil House,Mumbai, Maharashtra, India, (India)
<b>Date of Joining</b>	07-11-2022

**Remuneration Structure**

<b>SALARY COMPUTATION</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
Basic	480000	40000
HRA	240000	20000
Consolidated Allowance	296112	24676
Transport Allowance	19200	1600
<b>Total Salary</b>	<b>1035312</b>	<b>86276</b>
<b>Reimbursements</b>		
Leave Travel Allowance	84000	7000
<b>Terminal benefits</b>		
Provident Fund	57600	4800
Gratuity	23088	1924
<b>Total Fixed Compensation</b>	<b>1200000</b>	<b>100000</b>

**Variable Pay and Additional Benefits:**

**Discretionary performance linked variable pay ("Variable Pay"):** The company has a discretionary Variable Pay program applicable for its employees. CRISIL financial performance, business unit performance and individual performance shall determine individual's Variable Pay eligibility and amount (if any) for the year. If found eligible, variable pay is payable if and only if you are in employment of the Company and not serving notice period at the time when Variable Pay is paid by the Company for that particular year. Variable Pay is not an entitlement or a guaranteed form of payment. The Company reserves the right to revise, modify and amend the Variable Pay program at its sole and absolute discretion. If eligible, your maximum Variable Pay potential subject to on-target company performance and individual performance (at far exceeds expectations) for the current calendar year will be at 18% of your AFC. Variable Pay is calculated on pro-rata basis for number of days worked in the year of joining the Company..

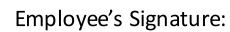
**Short term loan up to 15% of your Total Fixed Base Compensation** may be availed of by you after 45 days of start of your employment subject to applicable Policy (This may be treated as a perquisite under tax laws and will be subject to additional tax).

**Flexible Benefits Plan (FBP):** This plan allows you to maximize tax efficiency by restructuring certain salary components. Please refer to the Flexible Benefits Plan on MyCRISIL.

**You will be covered under the Group Mediclaim, Group Term Life and Group Personal Accident Policy** as per Company rules from day one.



Employer's Signature:

Employee's Signature:

**Annexure II**  
**Employment Terms and Conditions (T&C)**

**General**

In these T&C, certain terms have special meaning. They are indicated by boldfaced and italicized font where defined and capitalized where used. Unless opposed to the context, those defined terms will have the meaning given to them in these T&C. Some such terms are:

**Affiliate** means a company that controls, is controlled by or is under a common control with, the Company (“control” means the ability of an entity to direct the management and policies of another entity, whether by ownership of shares or otherwise).

**Agreement** means, collectively: (a) these T&C; (b) the annexure and schedules expressly stated to be forming part of your employment terms and conditions; (c) the Codes and Policies; (d) any amendment to this employment contract that has been issued to you in writing by the Company and which expressly amends the terms and conditions or other particulars of your employment with the Company (these include any revisions to your Remuneration and/or your role).

**Codes and Policies** are defined in paragraph 15 below.

**Relevant Law** means, as relevant, all laws, regulations, orders of a judicial, statutory or other authority that the Company is bound to comply with.

**Us, our, we, or Company** refer to the legal entity employing you – which is the legal entity on whose letterhead your employment contract including these T&C is issued.

**You** and **your** refer to the person to whom this letter is addressed.

More such terms are defined below and in the Annexure. Where the context requires: (a) a reference to one gender includes a reference to the other genders; (b) a reference to a singular includes a reference to its plural and vice versa; (c) reference to a law, regulation or order includes their revision, replacement or re-enactment. Annexure or schedules referred in these T&C refer to those attached to these T&C.

**1. Particulars of Your Role**

- i. Your designation, level, department and location at the start of your employment will be as stated in Annexure I. The Company may change any of these from time to time by a written notice to you.
- ii. Your date of joining is stated in Annexure I. The Company may by a written notification to you reasonably change this date of joining. Any change to this date that you may propose will come into force subject to the express written agreement of the Company. If you do not join on the stated or agreed date, the Company may without incurring liability forthwith revoke and cancel the Agreement.

**2. Work Timings and Place of Work**

- i. You will follow the timings and hours of work applicable at the relevant time to the establishment or office where you are posted. The Company may require you to work in shifts where it considers necessary for its business needs. The Company may change any such timings or hours of work to the fullest extent permitted by Relevant Law, by a specific written notification to you or a general notification. You will attend the designated place of work that the Company notifies you from time to time.

Employee Initials: \_\_\_\_\_

ii. The Company may from time to time by a written notice to you transfer, assign or second your services to any Affiliate, successors in business, its clients or counterparties, or to any person or entity to whom the Company may transfer any part of its business (each a **Transfer**). To the extent practicable, the Company will discuss your proposed Transfers with you in advance. Such a Transfer may entail a revision or replacement of the Agreement and/or a change in your location anywhere in the world. Except to the extent the Company notifies you of any such revision or replacement, the Agreement continues to be in force.

### 3. Leave

- i. The Company Policy as applicable from time to time will specify the number of days and the type of leave applicable to you. You may avail of leave in accordance with the Company Policy with necessary approvals. You will act reasonably in availing of your leave and to the extent practicable: (a) avail of your leave in a timely manner; and (b) minimize the impact to the Company's work due to your absence, including good faith attempts to avoid overlap with the leave plans of your immediate team or project members.
- ii. The Company may, at its sole discretion, require you to proceed on 'garden leave'. During such period, while you will not be required to be present at your designated work place (except on the days the Company specifically requests you to attend), you will continue to be paid the applicable Remuneration.

### 4. Medical Fitness

Your employment with the Company shall at all times be conditional upon your being medically fit to effectively perform your duties under the Agreement. You shall notify the Company in writing promptly upon your becoming aware of any condition with respect to your health that may impair or interfere with your ability to effectively perform your duties under the Agreement. On the Company's requests from time to time you shall present yourself before and undergo medical examination(s) and tests by, a medical practitioner of the Company's choice. You authorize the Company to keep copies of the documents and reports and test results provided by any such medical practitioner and use them as the Company, acting reasonably, deems necessary.

### 5. Verification Checks

- i. You acknowledge that your particulars and credentials are important criteria on the basis of which the Company has entered into this Agreement with you. By accepting this Agreement, you: (a) give your consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your employment and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials.
- ii. If the Company at any time becomes aware of any of your particulars or credentials not being valid, the Company may at its sole discretion, consider your appointment void since its beginning (in which case you shall return promptly on the Company's demand in full all payments the Company has made to you under the Agreement, forthwith terminate your employment and/or take such other lawful action as it may consider necessary. Further, even if this Agreement is treated as void, your employment is terminated and/or you pay all amounts demanded by the Company, the Company shall yet continue to have rights analogous to those set out in paragraphs 10 and 11.6 and the provisions of paragraphs 13 and 14 shall operate as your undertaking in the Company's favour.

### 6. Reimbursement of Business Expenses

- i. The Company will reimburse you for the business expenses incurred by you, subject to the Policy applicable at the relevant time.
- ii. If the Company gives you an advance against any business expense you propose to incur, you must comply with the applicable Policy (including your obligation to promptly account for the use of any such advance). On the Company's request and in any case before you leave (e.g., in the case of end or termination of your employment), you must promptly return any advance lying with you unutilized or not properly accounted for by you. If you fail to do this, the Company may deduct all such amounts from your Remuneration (and you authorise such deduction).

Employee Initials: \_\_\_\_\_

## 7. Remuneration

- i. The Company agrees to pay you compensation, allowances and benefits (and are collectively, as applicable, referred to as **Remuneration**). Your Remuneration at the start of your employment is as set out in Annexure I.
- ii. Where the Company has expressly agreed with you in writing, the Company will pay you one-time joining bonus and/or notice pay support and, where applicable, relocation allowance. You shall refund any such amounts paid by the Company if for any reason you do not complete 1 continuous year of service with the Company (including any tenure with its Affiliates) from, as relevant: (a) the start of your employment with the Company in the case of joining bonus and/or notice pay support; and/or (b) the effective date of your relocation.
- iii. The Company may at its sole discretion from time to time consider changes to any part of your Remuneration and/or your Remuneration structure. In each such case, the Company will notify you in writing giving details of the changes, which will be binding on you. Unless you receive such a notification, the Remuneration and/or Remuneration structure last notified by the Company to you in writing, shall apply.
- iv. Your Remuneration includes any amounts or components that Relevant Law requires the Company to pay you (**Statutory Payments**). By way of an example (but not limitation) any non-committed Variable Pay will also be deemed to include any statutory bonus if applicable to you. If Relevant Law changes the rates of any Statutory Payments, imposes an additional Statutory Payment or requires the Company to pay tax, statutory levy or other charges with respect to your Remuneration (together, **Required Revisions**), the Company may to the fullest extent permissible under Relevant Law change the individual components of your Remuneration and/or your Remuneration structure such that after the change (including payment of the Required Revisions if relevant), the total cost incurred by the Company on account of your Remuneration remains unaltered.
- v. Your Remuneration represents the whole of the amounts that the Company is obliged to pay you for your performance of the Agreement and your grant of rights in favour of the Company under this Agreement, including for the avoidance of doubt, the rights stated in paragraph 14 below (intellectual property rights).
- vi. Deductions
  - a. When paying Remuneration to you and where relevant at the time of settling your dues upon your ceasing to be an employee of the Company, the Company may deduct the following items (as applicable) and pay you the balance amounts (and you expressly and irrevocably authorise such deductions): (i) amounts that the Agreement states as payable by you or deductible from the payments to you; (ii) amounts that the Relevant Law requires the Company to deduct from payments to you; (iii) amounts that you owe the Company (including, without limitation, amounts on account of outstanding loans and advances, erroneous payments to you, advances against business expenses not properly accounted for by you and amounts on account of loss or damage caused by you to the Company, its Property and/or its Facilities).
  - b. You agree that if the Remuneration payable to you is not sufficient to cover the aggregate of the deductions set out in paragraph 7.6(a) above, you are liable to pay the Company the whole of the shortfall and that shall be a debt that you owe the Company.
  - c. Upon your ceasing to be an employee of the Company, the Company is not obliged to issue you a relieving letter unless you have settled all dues that you owe the Company (including, making good any shortfall between your dues to the Company and the aggregate of the deductions as set out in paragraphs 7.6(a) and 7.6(b) above).
- vii. You understand that any discretionary or non-committed payments (including, for the avoidance of doubt, any Variable Pay) will, subject to the rest of this clause 7.7, apply only where the Company declares it for the relevant year or period. In each such case (even if declared by the Company), the Company will make such discretionary or non-committed payments only if you fulfil the eligibility conditions as may apply at the relevant time (including those under the Policies and stated elsewhere in the Agreement). With respect to each year or relevant period, the discretionary or non-committed payments shall not exceed the limits stated in the latest written notification issued by the Company. The eligibility conditions referred to above may include the requirement of your being on the rolls of the Company up to an applicable cut-off date.
- viii. Information about your Remuneration is extremely confidential. You shall not at any time before, during or after your employment with the Company, directly or indirectly disclose your Remuneration information to any third party, except: (a) to those who have a legitimate need to know; or (b) to the extent you need to disclose in order for you to comply with law, regulation, or order of a judicial, statutory or other authority having jurisdiction over you. The Company may summarily dismiss you from your services if you breach the provisions of this paragraph 7.8.

Employee Initials: \_\_\_\_\_

## 8. Retirement or Other Benefits

- i. Subject to the Policies and applicable law from time to time you will be required to contribute to the retirement and other benefit scheme(s) in force at all relevant times (currently provident fund). You authorise the Company to deduct all such contributions from your Remuneration.
- ii. At the time of cessation of your employment, where applicable and you satisfy the eligibility conditions under Law (and the relevant Policy), you will be paid gratuity in accordance with the Payment of Gratuity Act, 1972. You acknowledge that payment of gratuity is subject to deductions that the Company may lawfully make.
- iii. You understand that some parts of your Remuneration (especially retirement benefits) may only be claimed by you from those managing the relevant funds or the relevant authorities, subject to applicable rules and you satisfying the conditions that apply. To that extent, you discharge the Company as to payment of those parts of Remuneration.

## 9. Taxes and Related Matters

- i. You will be solely responsible to account for your Remuneration and comply with all applicable tax laws in respect of your Remuneration, except to the extent of the Company's obligation set out in paragraph 9.2 below.
- ii. If Relevant Law requires the Company to deduct income tax or statutory levies from the Remuneration payable to you, the Company will comply with such requirement and pay you the balance Remuneration.

## 10. Company's Property and Facilities

- i. In order for you to perform your duties under this Agreement, the Company may at its discretion:
  - a. provide you with or give access to, property (including, without limitation, equipment, vehicles, identity cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Company or third parties it deals with (together, **Property**); and
  - b. extend to you facilities including, without limitation, office space, desk space, memberships, subscriptions, guest houses, etc. whether or not owned by the Company or third parties it deals with (together, **Facilities**).
- ii. You will use each such Property or Facility only during the term of your employment and for no purpose other than the performance of your duties under the Agreement or as the Company expressly permits you in writing (in each case as an exception).
- iii. The Company may at any time and without incurring liability withdraw or otherwise terminate your access to or use of any Property or Facility. In each such case, you shall promptly return or stop your access and/or use of any such Property and Facilities and comply with the Company's instructions.
- iv. If you damage any Property or Facility, you shall make good such damage. Otherwise, the Company may deduct from your Remuneration the costs of restoring or replacing such Property or Facility (and you authorise such deduction).

## 11. Term and Termination, Retirement

- i. Your employment with the Company is "at will" and shall be for: (a) a fixed period (if specified in Annexure I); or (b) an unspecified period; unless, in either case, it ends (in accordance with paragraph 11.5 below or the Company's Policies) or is terminated in accordance with this Agreement.
- ii. Resignation or Termination for no cause:
  - a. You may resign from the Company's service by giving the Company a prior written notice of at least 90 days thereafter. The Company may, at its sole discretion: (i) agree to reduce the notice period and accept your payment to the Company of proportionate Remuneration in lieu of notice; or (ii) require you to serve your full notice period.
  - b. You may resign from the Company's service by giving the Company a prior written notice of at least 90 days thereafter. The Company may, at its sole discretion: (i) agree to reduce the notice period and accept your payment to the Company of proportionate Remuneration in lieu of notice; or (ii) require you to serve your full notice period.
  - c. During the notice periods referred to in this paragraph 11.2, you will not ordinarily be entitled to avail of any unutilised leave unless the Company otherwise agrees in writing (but you will be paid applicable proportionate Remuneration in lieu of any such leave you are unable to avail of before the end of your employment).

Employee Initials: \_\_\_\_\_

- iv. In addition to any other rights or remedy available to the Company, the Company may suspend your services, where applicable in compliance with Relevant Law, if the Company at its sole discretion is of the view that there are reasonable grounds to do so. These may include, without limitation, the Company having reasons to believe you have breached Relevant Law, any Code or Policy, or where the Company considers it necessary to properly conduct any inquiry or investigation against you.
- v. The Company may summarily dismiss you from services or terminate your employment forthwith without notice or payment in lieu of notice or incurring liability, if you: (a) breach any of the Company's Codes or Policies (including, without limitation, those relating to harassment, confidentiality, and information security); (b) damage, cause loss to, steal, injure, misappropriate, defraud or otherwise harm any Property or Facilities; (c) breach Relevant Law in the course of your employment; (d) you are no longer medically fit to effectively perform your duties under the Agreement or your absence due to medical reasons exceed 2 months in any calendar year; (e) breach your obligations under the Agreement; or (f) engage in any act of dishonesty, disobedience, insubordination, incivility, irregularity in attendance (other than by way of leave approved by the Company), misconduct or neglect of duty or incompetence in discharge of your duties. In the case of any such action by the Company, you irrevocably agree that the Company is not obliged to make any discretionary or non-committed payments to you (even if you would have otherwise been entitled to) and that you shall forfeit all such amounts. You understand this is in addition to any other remedy the Company may have.
- vi. You will retire from the service of the Company on your attaining the age of 58 years or such other age of retirement that the Company may notify to you (including by way of any change in the Policies). Your age as shown in the documents furnished by you at the time of commencement of employment shall be final and binding on you.
- vii. Promptly on the Company's request and in any case before you leave (in case your employment with the Company ends or terminates) you shall: (a) return, handover or give effective control to the Company of: (i) all Property and Facilities; and (ii) copies of Confidential Information; in each case, as have been entrusted to you or to which access has been provided to you or are otherwise in your possession or control or which ought to have been in your possession or control; and (b) do a proper handover of the matters you were responsible for.

## 12. Whole Time Employment, Conflict of Interest

- i. You will work diligently, in a professional manner and at all times in the best interests of the Company. You will devote your whole time and attention to your employment. You will not undertake any other business, work, activity or public office whether or not for consideration which in any way may (as determined by the Company in its sole discretion): (a) interfere with the Company's business; (b) give rise to a conflict of interest as to your performance of this Agreement or the Company's business; or (c) be detrimental to or otherwise harm the Company's legitimate interests.
- ii. Except to the extent permitted under the Codes or Policies, you shall not in respect of any goods or services procured or obtained by the Company or other business transacted by the Company (whether or not you are involved in it) directly or indirectly receive or obtain any personal benefit or gain from any third party.
- iii. Except to the extent consistent with the Company's approved business practices or a proper exception approval of the Company's authorised representative, you shall not in respect of any goods or services sold or provided by the Company or other business transacted by the Company (whether or not you are involved in it) directly or indirectly offer to any third party any discount, rebate, commission or other inducement (whether in cash or in kind).
- iv. You undertake and confirm that you shall not directly or indirectly, during the period of your employment with the Company and for at least 12 months after cessation of your employment with the Company (i) seek or engage in any kind of employment or engagement with any competitor of the Company or any of its subsidiaries; (ii) solicit or attempt to solicit any of CRISIL's customers, customer prospects, or vendors with whom you had contact during your employment and (iii) on his own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, or employee to leave the Company.

## 13. Confidentiality

- i. You acknowledge that in the course of your employment you will have access to Confidential Information. As between you and the Company, the Confidential Information belongs to the Company and you get no rights in any part of it. You may use Confidential Information only to the limited extent permitted by this Agreement. With respect to the Confidential Information, you agree:
  - a. to keep it confidential and, not without the express prior written consent of the Company, use it for any purpose other than the performance of your Agreement or as permitted by this paragraph 13:

Employee Initials: \_\_\_\_\_

- c. to take all reasonable steps to protect its confidentiality and, to the extent within your authority or control, prevent unauthorised access or sharing of any such Confidential Information;
  - d. not to directly or indirectly disclose any Confidential Information to any third party or any other person (including another employee of the Company) whose knowledge of such Confidential Information is not necessary for the performance of your services under the Agreement;
  - e. not to remove from the Company premises or directly or indirectly copy or allow others to copy to any media the contents of any document, storage media containing any Confidential Information or otherwise take any such copy outside the Company premises, except to the extent of legitimate need in the course of your duties or as permitted by this paragraph 13.
- ii. If law or regulation requires you to disclose any Confidential Information you will notify the Company promptly upon your becoming aware of such requirement. You will then cooperate with the Company in obtaining any waiver from disclosure of such Confidential Information. Your obligations of confidentiality shall be waived to the extent the Company is unable to obtain waiver from the requirement before the due date for your complying with the requirement.
  - iii. **Confidential Information** means Information in any form belonging, pertaining or relating to the Company, its Affiliates, suppliers, clients or parties that any of these deal with, which is disclosed to you or which you have access to in the course of your employment, except for information which is or has come into the public domain otherwise than as a result of your breach of your confidentiality obligations. **Information** includes, without limitation, information of any kind (whether financial, business, technical or otherwise), processes, images, databases, methods, Company records, customer lists, pricing policies, business practices, trade secrets, know-how, compositions, passwords, personal information, access details and ideas belonging or pertaining to the Company and/or its Affiliates and any of their clients, suppliers, employees or other parties they deal with.
  - iv. The provisions of this paragraph 13 survive any expiry or termination of this Agreement or cessation of your employment.

#### 14. Intellectual Property Rights

- i. If in the course of your employment you create, make or discover or participate in the creation, making or discovery of any Intellectual Property, you: (a) will promptly make complete written disclosure of such Intellectual Property to the Company; and (b) acknowledge that all such Intellectual Property comprise "works for hire" or "works created in the course of employment" and in any case belong exclusively to the Company or its nominee.
- ii. At the Company's request (and expense) from time to time (whether during or after the term of your employment with the Company), you will do all things necessary to ensure that all rights in the Intellectual Property vest exclusively in the Company. These include, without limitation: (a) execution of necessary documents, declarations, waivers, or written communications that the Company may request of you (including, for the sake of clarity, powers of attorney or letters of authority in favour of the Company and/or its nominees to make applications for registration of such Intellectual Property in the Company's name and/or enforcement of the Company's rights in the Intellectual Property); (b) joining in any action to perfect or enforce the Company's rights in the Intellectual Property (and you acknowledge that the Company will be exclusively entitled to retain the benefits of any such enforcement action).
- iii. The Company's rights in the Intellectual Property shall not be limited, impaired or extinguished by any non-use of any of them. The provisions of this paragraph 14 survive any expiry or termination of this Agreement or cessation of your employment.
- iv. The Remuneration set out in this Agreement includes the full consideration for the rights in favour of the Company set out in this paragraph 14. Without limitation, there are no royalties or any other payments that are payable by the Company to you in relation to the matters set out in this paragraph 14.
- v. You shall not do anything with respect to the Intellectual Property that is inconsistent with the provision of this paragraph 14 or otherwise take advantage of the legal possibility of staking a claim or asserting any rights in the Intellectual Property. To the extent you have moral rights in any Intellectual Property you waive all such rights to the fullest extent permitted by law. Where law does not permit such waiver, you undertake not to exercise your moral rights in a manner that is inconsistent with the vesting of the rights in Intellectual Property in the Company.

Employee Initials: \_\_\_\_\_

**CRISIL Limited**

Corporate Identity Number: L67120MH1987PLC042363

- vi. In this paragraph 14, **Intellectual Property** means all intellectual property created, made or discovered in the course of your employment by you whether individually or otherwise and includes, without limitation, all inventions, copyrightable works, improvements, developments, discoveries, proprietary material, information, goodwill, brands, trademarks, logos, know-how, processes, customer relations and franchise, designs, utility models, mask work rights, rights in databases, moral rights (except to the extent the law does not permit you to waive moral rights) whether or not possible to be registered or patented and whether or not such rights in such intellectual property are recognised under law at the time of their creation, making or discovery.

**15. Codes and Policies**

- i. You understand that the Company is committed to complying with Relevant Law and conducting its business with the highest levels of ethics and probity. You shall at all times perform your services in compliance with Relevant Law. It is your duty to ensure that you understand the Relevant Law applicable to your function and seek the assistance of, as relevant, your manager, your human resource team contact or the Company's legal counsel in this regard.
- ii. You shall comply with all codes of conduct and business ethics, rules and regulations of the Company (together, Codes) and the policies of the Company including those relating to the terms and conditions of your employment with the Company including but not limited to the **personal trading policy** (together, Policies), in each case as applicable from time to time. The Codes and Policies are available on the Company's internal information system or will otherwise be suitably communicated to you. It is your duty to access these Codes and Policies, familiarise yourself with them and understand them. While the Company may for the purpose of record seek written confirmations from you as to your acceptance of any Codes and Policies (via the Company's online system or otherwise), you will be bound by them whether or not you have communicated such acceptance
- iii. You acknowledge that your conduct outside the Company may have an impact on the Company's reputation or its independence in the conduct of its business. You shall therefore ensure that your conduct whether or not in the course of employment of the Company does not in any way cause harm to the Company's reputation or impair its independence in the conduct of its business.

**16. Declarations**

The Company may from time to time ask you for declarations, confirmations or undertakings as relevant (including those relating to confidentiality, secrecy, investments, etc. (each a **Declaration**). Each Declaration shall be deemed to be an integral part of the Agreement. To the extent of any conflict between a Declaration and the rest of this Agreement, the more stringent of the two (in favour of the Company) shall prevail.

**17. Changes**

- i. You acknowledge that over a period of time due to changes in the market conditions, business environment and other relevant reasons, it may be necessary for the Company to change (including, for the avoidance of doubt, vary, modify, add to, delete or otherwise replace) any part of these T&C or the Agreement, including any Codes and Policies.
- ii. You will be notified of any such change by way of a general notice to all employees, specific notice to any relevant class of employees or otherwise. Any such change shall take effect from the date specified in the Company's notification.
- iii. You expressly consent to the Company making any such change and agree to be bound by it.

**18. Governing Law**

The Agreement is governed by and shall be construed in accordance with Indian law.

**19. Privacy and Personal Information**

You consent to the Company obtaining, collecting, collating, storing, accessing and using your personal information as well as any sensitive personal information (including those set out in Annexure I) for all purposes relevant for your employment with the Company. Such use may include but is not limited to recruitment purposes, evaluation of your performance, administration (for example, leave of absence, pay and benefits), monitoring your use of Facilities or Property, publication on online resources whether internal or external to support the Company's legitimate operational activities, references, compliance with statutory, legal or contractual obligations, and exercise of the Company's legitimate rights as your employer. You also consent to the Company sharing it with third parties where the Company considers necessary or expedient.

Employee Initials: \_\_\_\_\_

You understand that any such information will be stored, processed and used according to the Company's Policy on privacy as applicable from time to time.

I hereby agree, confirm and accept the T&C contained therein and agree to be bound fully by such T&C.

Signature: \_\_\_\_\_