

Letter of Appointment

(Date)

(First Name) (Last Name)

(Insert Address)

Strictly Confidential and Private

Dear (First Name),

Congratulations! We are delighted to extend you the position of **(Job Title)** at (Company).

Upon acceptance of the offer, your appointment will be at our (Location) office and your date of joining will be (Date).

Terms of your employment at the Company is subject to the following conditions.

Position: In your role as the (Job Title) you will report to (Insert Name), (Job Title), (Insert Company).

You may be required to perform work for related companies which would include sister concerns, subsidiaries or holding company of X which together with the Company form the Group.

Compensation:

a) **Fixed:** Your Annual Fixed Compensation will be INR (Amount) per annum, subject to applicable tax deductions.

The fixed compensation will comprise basic salary, house rent allowance, conveyance allowance, medical allowance and all other applicable allowance and reimbursements.

Any payment of your compensation or other sums due to you from the Company will be subject to any and all applicable withholding and/or other taxes payable and the Company will, in such case, be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imports as may be levied or assessed by any competent authority in any jurisdiction on any sum paid anchor other benefits provided to you by the Company.

You agree that the Company may deduct from your fixed compensation any sums due from you to the Company including, without limitation, your pension contributions (if any), employer's & employee's contributions to the provident fund (if opted) and any

overpayments, loans or advances made to you by the Company or any of the Related Company or by the Group.

b) Annual variable pay of INR (Amount) payable in addition to your fixed salary. The payment will be contingent on the Company's overall performance and subject to your individual performance. This consideration may be made wholly or partly in cash, equity, notional equity, restricted cash, or such other form as the Company may decide.

You will not receive a variable incentive award if (for whatever reason) on the date on which variable incentive awards are usually made in a given period, you are not employed within the Company or if you are under notice to terminate your employment (whether the notice was given by you or the Company) or if the Company considers your performance or conduct to have been unsatisfactory or if you have been employed for less than four months with the Company on the date of award of such entitlements.

c) Employee Stock Options: You are eligible for (number) of stock options under the company's ESOP scheme for a vesting period of (X) years. You will receive these stock options after becoming eligible under the ESOP scheme as implemented by the Company and also meeting all the regulatory requirements as applicable under the governing statutes. Only the number of stock options vested in you may be exercised by you to purchase the shares of the company.

The stock options issued to you by the Company in the form of equity shares will become part of your salary income as perquisites and will be subject to any and all applicable withholding and/or other taxes payable. The Company will, in such case, be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all such taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on the issue of such equity shares via options under the ESOP scheme to you by the Company.

Employee Benefits:

- You will be granted Group Health Insurance Policy for Your Spouse, Children and Parents.
- Annual Leave: You will be entitled to (XX) national holidays/festivals on working days which would be agreed upon between you and the HR Team of the company. You will also be entitled to a certain number of Casual Leaves, Sick Leaves and Earned leaves over the year as detailed in the Leave Policy.
- Annual Leaves can be taken when agreed upon in writing in advance. Refer to the Company Leave Policy for all the details regarding applicable leaves.
- Parental Leaves: The Company grants (X) months of Maternal Leave and (X) days of Paternal Leave in accordance with Government directives.

Probation: The first (X) months of your employment will be considered as your probationary period and the Company reserves the right to extend the probationary period at its sole discretion. Subject to your performance and conduct being satisfactory, your employment will continue following the probationary period in accordance with the terms and conditions of employment.

During your probationary period, you or the Company may terminate your employment by giving (XX) days' notice or payment equivalent to your salary (basic, house rent allowance and conveyance allowance) in lieu of notice thereof. Following the successful completion of your probationary period, your notice period will be as stated in the Termination clause of this agreement.

Termination:

Termination with Notice

The Company or you may terminate your employment by giving (XX) days' notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice.

If the company or you have given the notice of the termination of your employment, the Company may direct you not to perform any of your duties or remain away from the Company's premises and/or to not contact clients or other employees of the Company for all or part of the notice period. During this time, you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period.

Termination without Notice

The Company reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are;

(i) misconduct (ii) repeated misconduct (iii) breach of instructions by an employee (iv) failure to safeguard the assets of the Firm (v) activities which bring the Firm into disrepute (vi) any furnished declaration is false (vii) the employee is found to have willfully suppressed any material information (viii) criminal conviction by court of law (ix) failure to adhere to HC Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (x) where situations warrant action outside this Policy.

Confidentiality: During your employment, you will not store, possess, use or disclose confidential/ personal/ sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Firm.

You will not, either during your employment with the Company or after the termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Firm's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the Directors of the Firm or their authorized representatives.

On discontinuation of your employment, you will return to the Firm, all papers and documents and all other property pertaining to the Firm or affairs of the Firm or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure/ confidentiality agreements if so required by certain clients of the Firm. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to the Firm, our clients and third parties.

Your offer of employment by the Company is conditional upon and subject to completion of your background verification and approval thereof by the Company. Your offer may be rescinded, or your employment with the Company may be subject to immediate termination if the information found is inconsistent at any time during your employment.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing them with other employees of the Company.

Please indicate the acceptance of this offer by signing the letter and returning a scanned copy of the same to your HR representative.

Congratulations once again! We look forward to having you onboard.

For (Company)

(Full Name)

(Designation)

Agreed and accepted as of:

Date

First Name Last Name