

1 of 1



American Express Business Solutions (India) Private Limited
5th Floor, Commercial Block - J (Zone -8),
Group Housing Scheme,
DLF Phase -V, DLF City,
Gurgaon, Haryana - 122002

June 3, 2022

Amandeep Singh Suri

People Soft ID: 7025805

Further to your resignation we would like to inform you that your resignation has been accepted and that you are relieved from your duties with effect from close of working hours of April 2, 2021

This is to put on record that you were a full time employee with American Express Business Solutions (India) Private Limited. Below are your employment details:

Date of Joining : March 2, 2021
Designation : Customer Care Professional
Last Date Worked : April 2, 2021

We wish you all the best for your future endeavors.

This is a computer generated statement, hence no signature are required.

Important Contacts

Payroll: payroll.india@aexp.com

F&F calculations: 1800-266-4099 (ADP Toll Free)

Retirals: retiralplansindia@aexp.com

Relieving letter or any other queries: 000-800-440-2473

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NEW DELHI - 85

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SALARY STRUCTURE			
Applicable to:			
Band: B28 -			
Offer Salary			409,000
Detailed Structure			
Components	Per Annum	Per Month	Remarks
Basic	163,600	13,633	40% of Base Salary
House Rent Allowance	81,800	6,817	Max: 50% of Basic Salary
Transport Allowance	19,200	1,600	Standard amount for the band
Meal Allowance	12,000	1,000	Standard amount for the band
Leave Travel Allowance	15,000	1,250	Standard amount for the band
NPS	8,180	682	5% of Basic Salary *The monthly NPS allowance will be contributed on your behalf to your NPS account if you opt for NPS as per company's guidelines.
Special Allowance	109,220	9,102	Balancing Figure
Base Salary	409,000	34,083	
Domiciliary Medical	15,000	1,250	Standard amount for the band
Total Fixed Cash	424,000		
Provident Fund	21,600	1,800	12% of Basic Salary
Gratuity	7,869	-	Deemed Value
Retirals	29,469		
Night Process Allowance *	12,000	1,000	As Applicable
Incentives	-	-	As Applicable
Total Compensation	465,469	36,333	

*Variable Pay as Highlighted in the offer letter, will be paid on completion of classroom and on-the-job training, as per process performance guidelines. Incentives are paid with 2 Months's time lag.

* Night Process Allowance will be paid only if you are working in a Night Shift.

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28-Feb-21

Amandeep Singh Suri

House No.81, Ravi Nagar

Street No.4, Near - Chand Nagar Gurudware, New Delhi - 110018

American Express Business Solutions (India)

Private Limited

5th Floor, Commercial Block - 3 (Zone - 6)

Group Housing Scheme,

DLF Phase - V, DLF City

Gurgaon, Haryana -122002

Subject: Letter of Appointment

Dear Amandeep

With reference to your application for a suitable position and your subsequent discussions with us, we are pleased to inform you that you have been appointed in the management cadre in **American Express Business Solutions (India) Private Limited** hereinafter referred to as "the company" or "AEBSIPL" on the terms and conditions stated hereafter.

Designation Customer Care Professional**Band** 28**Location** Gurgaon**1. Compensation & Benefits:**

a) Salary & Allowances: Your basic salary at the time of commencement of your services will be **Rs. 13633 Per Month**

Rupees Thirteen Thousand Six Hundred Thirty Three Only

In addition, you will be eligible for allowances/benefits as per company rules and regulations in force from time to time as summarised in Annexure 1. The remuneration paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of deferred wage, overtime and other allowances normally paid to the non-exempt staff of the Company. All compensation, incentives, awards, benefits etc. received by you shall be subject to tax deduction in accordance with the applicable tax laws.

b) Performance Bonus/ Variable Pay: Each year you will qualify for a discretionary cash bonus programme based entirely on the management's assessment of your performance during the performance year (January to December). In the first year, in case your date of joining with American Express is on or before 30th September, the bonus will be pro-rated for the period ending December from the date of your joining otherwise you shall be eligible to participate in the next year's bonus programme. The programme may be amended or withdrawn at any time and plan guidelines may be adjusted at the Company's discretion. Payments will only be made if you are still in employment with the Company at the time of payment and not under any period of notice.

For more specific details related to your bonus plan and any other applicable incentive programme, refer to the relevant bonus policy and guidelines released by the Management or discuss the same with your leader.

c) You shall be eligible for Provident Fund and Gratuity benefits as per details provided in Annexure 1 of this letter.

The compensation and benefits mentioned in this letter are as per the current policies of the Company and are subject to change from time to time at the sole discretion of the Management. The compensation structure is reviewed from time to time by the Company and such revised structure will be applicable as if it were a part of the appointment terms with effect from the dates of such respective revisions.

2. Probation: You will be on probation for a period of six months from the date of your joining. On satisfactory completion of your probation, your services will be deemed confirmed unless you receive a letter of probation extension in writing. Your probation may be extended at the discretion of the management. At any time during the extension period, based on feedback from your supervisor and subject to your performance meeting company expectations, your services will be confirmed.

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Registered Office : Metropolitan – Saket, 7th Floor, Office Block, District Centre, Saket, New Delhi – 110 017

CIN No.: U74140DL2015PTC277109

Email : info.cs.india@aexp.com

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3. Job Description: For reference and record, a Job Description may be developed by the Company and provided to you. Such Job Description shall be subject to revision from time to time. Notwithstanding the Job Description, you shall also be expected to discharge all such duties and responsibilities as the position may demand from time to time.

4. Increments & Promotions: Your increments and promotions in the company will be given based on your performance and merit, and at the sole discretion of the management.

5. Transfer/ Relocation/ Assignment/ Secondment: You will be liable to be transferred or seconded/ assigned from time to time, as the Company may deem fit, anywhere in or outside India, to any of the Company's department(s) or location(s) or branch (es), or to the department(s) or location(s) or branch(es) or rolls of any of its subsidiaries or associates of American Express, presently existing or which may be setup in the future. You may also be posted/ relocated to any location due to business exigencies. Upon such transfer or secondment or posting, unless otherwise specified in writing at the time of such transfer or secondment or posting (as applicable), you will automatically be governed by the terms and conditions of service applicable at such department or location or branch or subsidiary or associate of the Company as the case may be.

6. Work in Shift

The Company is operational 24 hours a day 365 days a year, therefore you would be required to work in shifts as per business requirements and as fixed by the Company. During the course of your employment your working hours and days may be varied by the Company at its discretion and in accordance with applicable laws.

7. Travel Expenses: You may be required to travel on company business as and when required. In such cases, you will be entitled to such travel expenses/allowances as per company policies that are in force from time to time.

8. Confidentiality: During your employment, and even thereafter, you will maintain confidentiality of all information pertaining inter alia to the operations, policies, financials or customers of the Company or any of its associates that you will have access to or that comes to your knowledge and shall not disclose the same to any one, other than in reference to the business of the Company and in the course of your duties, without the express written permission of the Company. Prior to termination of your employment, by any reason whatsoever, you will return to your supervisor all papers, documents, property, etc. pertaining to the accounts, financials, policies, plans, business, affairs, branches, customers or any other aspect of the Company, which may be in your possession and will not retain any copies thereof or extracts therefrom. During employment, as also after leaving the Company, you undertake not to solicit, in any way directly or indirectly, any customers or employees of the Company or induce them to discontinue or adversely change their relationship/employment with the Company. You undertake to indemnify the Company and its affiliates from any loss or damage arising from any breach of this provision relating to confidentiality. Any violation of this clause will be deemed to be a breach of Company Policy and the Company may take appropriate action in accordance with clause 16. During your employment with the company, and at least for a period of three years thereafter, you will not transmit, disclose or otherwise use confidential information related to the activities of the company, to an unauthorised person, except as may be required in the course of your duties in connection with the company's business. You will also abide by all confidentiality, safety and security regulations of the Company as may be applicable from time to time.

9. No other employment or vocation: During your employment with the Company and till the Company issues a discharge certificate to you, you shall not take up or continue any other employment, vocation or external activities of a commercial nature. Violation of this requirement will entail serious consequences including dismissal from service.

10. Position of Confidence & Trust:

a) The position in which you are appointed is one of utmost confidence and trust and requires a high degree of integrity. Your appointment is, therefore, subject to verification and continuity of such confidence. In addition, it is expected that before accepting this offer, you disclose to the Company in full any material information relating to your past, which, if known to the Company, would be likely to impact the Company's decision to employ you.

b) Employment Verification

You understand and accept that the Company makes this offer of employment subject to and conditional upon your successful completion of certain pre-employment checks and checks conducted by the Company post your joining, including but not limited to background checks ('Checks'). You certify that all the information provided by you to the Company in connection with this offer of employment and these Checks is true and accurate



In the event the results of such Checks are unsatisfactory on any account and/or the information or details provided by you in the Company's application form for employment are found to be incorrect or false, then the Company may at its sole discretion:

- i) Rescind this agreement and this offer would stand revoked.
- ii) Terminate your employment immediately and without notice, in case you joined the Company prior to the completion of Checks,

11. (a) Notwithstanding anything contained herein, you will be bound by American Express Code of Conduct and all other rules, regulations, guidelines, instructions, policies, codes and orders framed, issued, enforced or made applicable by the Company from time to time, whether in physical or other form or via American Express Intranet/Internet from time to time in relation to your conduct, discipline, service conditions such as leave, the compensation and benefits structure, medical and terminal benefits, retirement and any other matter relating to your employment or the discharge of your duties, and such rules, regulations, guidelines and orders shall be deemed to be an integral part of this contract of employment. Please read them carefully and ensure that you adhere strictly to the provisions, as amended from time to time. Any violations by you of the Codes, Guidelines, Policies, Rules or regulations of or applicable to the Company will be viewed very seriously and shall entail strict disciplinary action, which may also include termination from service. If you have any queries, you are encouraged to address them for clarification to your Manager, the Country Compliance Officer or the General Counsel's Office.

(b) All intellectual property created by you, namely, inventions, whether patentable or not, improvements, modifications of existing inventions, documentations, training manuals & materials, computer codes, software whether copyrightable or not, trade secrets and other proprietary information either alone or in conjunction with others during the course of your employment or/and by using any company's resource / time, fully or partially, shall be assigned to the Company who will be the sole proprietor thereof without any additional compensation or consideration apart from the remuneration payable to you as per this appointment letter. Any intellectual property, whether partially or fully developed, shall be immediately disclosed by you to the Company and all necessary documentation for assigning the same to the Company or as directed by the Company shall be executed by you as required by the Company to perfect the assignment of title therein. The assignment shall be of all your rights and ownership in the intellectual property on a world-wide basis and in perpetuity either to the Company or to any of its subsidiaries or to any parent Company (ies) or Affiliates of the Company as may be directed by the Company. In case of copyrights, the assignment will also be of worldwide rights for the full term (including any possible renewals) of the copyright as provided in the Indian Copyright Act 1957 or legislations of other jurisdictions. Further, the rights assigned by you shall not lapse at any time notwithstanding any failure or delay by the Company to exercise the said rights. You will not oppose or challenge in any manner whatsoever the applications filed by the Company to register the said intellectual property in its own name or as may be desired by the Company in favour of another person / entity / entities in India or outside India and you will provide all support and execute all documents for the said purpose as directed by the Company.

(c) You agree to be bound by the Employee Innovation and Proprietary Information Agreement as per Annexure 2 attached hereto. Please sign a copy of the same and return the duly signed copy in token of your acceptance along with a signed copy of the appointment letter along with Annexures.

12. Unauthorised Absence: Your unauthorized absence (or overstay after sanctioned leave) for a continuous period of 10 working days shall be deemed to amount to voluntary abandonment of service and in such an eventuality your employment shall, at the option of the Company, be deemed to have come to an end.

13. Retirement Age: On reaching the age of 62 years, you will retire from the services of the company. Your date of birth as recorded at the time of your appointment with the company will be considered as the authenticated date of birth for all purposes throughout your service with the Company and no changes will be permitted under any circumstances. The company may however call upon you to furnish such documents / proof in respect thereof as it may deem fit and to make such changes therein as may be deemed appropriate.

14. Other Terms & Conditions:

1. Your appointment is being made in the management cadre and requires from you managerial and supervisory responsibility. You should be aware of these responsibilities and will, naturally, conduct yourself accordingly.



- 2. The company, through its authorised officers, will allocate duties to you from time to time. Such duties may include responsibility in general for the area of your operations as well as specific assignments that may be given to you from time to time.
- 3. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the exclusive jurisdiction of the appropriate courts of law at the headquarters of the company viz. New Delhi.
- 4. You will be required to intimate in writing to the management any change in your residential address within 7 days from the date of any such change.

15. Termination: a) During the period of your probation, this contract may be terminated by either party by (i) giving fifteen days notice in writing in the first three months of service with the Company and thereafter one month notice in writing; or (ii) payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice.
 b) In case of confirmed employees, either party may terminate this contract by giving One months notice in writing or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. The Company also reserves the right not to relieve you of your services in the event that all Company documents/property in your custody has not been properly handed over to an authorized representative of the Company and/or in the event that any disciplinary proceedings are either contemplated or are pending against you.

16. Date & Place of Joining: You are required to join your duties at below; failing which this offer will become null and void, unless the date of joining given above is extended, in writing, by an authorized officer of the company.

Location **Gurgaon**
Date of Joining **02-Mar-21**

For specific instructions on your joining formalities, please refer to the Annexure 3 of the letter. You are required to complete the listed formalities and report on the date of your joining as mentioned.

Please sign the duplicate of this letter in token of your acceptance of the above terms and conditions and send it to us within 7 days of receipt of this letter by you, failing which the offer will stand withdrawn without any further reference to you.

We welcome you to American Express and wish you a successful career with us.

Yours sincerely,

Ashish Garg
VP – Global Talent Acquisition

Copy to:

- 1. Personnel File
- 2. Human Resources

ACCEPTANCE:

I have read, understood and agree to the terms and conditions as set out in this letter.

Signature : 

Name : Amandeep Singh Suri

Date :

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Annexure 1
COMPENSATION DETAILS

The following is an itemised summary of allowances/benefits for which you will be eligible subject to applicable company rules/scheme and terms/conditions from time to time.

S No.	Components	Component Details	Current Salary Structure (INR)
1	Basic Salary	40% of Base Salary	Rs. 163600 Per Annum
2	Special Allowance*		Rs. 109220 Per Annum
3	House Rent Allowance	50% of Basic Salary	Rs. 81800 Per Annum
4	Transport Allowance		Rs. 19200 Per Annum
5	Leave Travel Allowance		Rs. 15000 Per Annum
6	Meal Allowance		Rs. 12000 Per Annum
7	NPS*		Rs. 8180 Per Annum
Base Salary = (1+2+3+4+5+6)			
8	Domiciliary Medical		Rs. 15000 Per Annum
9	Variable Pay	Based on Performance	
Total Cash = (Base Salary + Domiciliary Medical + Variable Pay)			
10	Provident Fund	12% of Basic Salary as per statutory requirement	
11	Gratuity	Deemed Value	
Retiral Benefits = (9 + 10)			
Total Compensation = (Total Cash + Retiral Benefits)			

*Special Allowance will not qualify for calculation of any retirals – Provident Fund, Gratuity.

*The monthly NPS allowance will be contributed on your behalf to your NPS account if you opt for NPS as per company's guidelines

*NPS Allowance deduction Band 28 – 30, 5% of Basic Salary and for Band 35 – 40, 10% of Basic salary

Your eligibility for Company Leased Accommodation and for Company Leased Car Plan shall be subject to the relevant Company Policy and will be in accordance with the relevant Company's Rules as applicable to your band.

Note:

All allowances and benefits (including bonus) are subject to local tax laws applicable from time to time. The compensation and benefits mentioned in this letter are as per the current policies of the Company and are subject to change from time to time at the sole discretion of the Management. The compensation structure is reviewed from time to time by the Company and such revised structure will be applicable as if it were a part of the appointment terms with effect from the dates of such respective revisions.



American Express Business Solutions (India) Private Limited
5th Floor, Commercial Block - 3 (Zone - 6)
Group Housing Scheme,
DLF Phase - V, DLF City
Gurgaon, Haryana -122002

Annexure 2

Employee Innovation and Proprietary Information Agreement

Name of Employee: Amandeep Singh Suri

As an employee of American Express Business Solutions (India) Private Limited (AEBSIPL) and in consideration of the salary paid to you, please sign below to indicate that you agree to:

1. Disclose and assign to the Company or to any of its subsidiaries or to any parent Company(ies) or Affiliates of the Company as may be directed, all copyrights, inventions and innovations developed or conceived by you during the course of your employment with the Company and within the scope of your employment or/and by using any Company resource / time;
2. To execute all necessary deeds and documents to obtain patents, copyrights and other legal protection for such invention or innovations throughout the world.
3. To make and maintain record of all inventions and innovations.
4. To deliver all written or other materials which are of confidential nature at the Company's request, or at termination of your employment.
5. Not to disclose either during or after your employment any confidential information of the Company and not to disclose or utilize any confidential information of others or third parties.
6. That there are no other agreements or obligation to any other party which conflicts with this agreement.

For AEBSIPL

Ashish Garg
VP – Global Talent Acquisition

Accepted and Agreed

Employee Signature

Employee Name : Amandeep Singh Suri

Date :

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Annexure 3

Dear Amandeep

Subject: Joining Formalities

Listed below are formalities that you are required to complete on DOJ :

Joining Report

- Joining Report Form
- Gratuity Nomination Form
- Provident Fund Nomination & Declaration Form
- International Workers Declaration (Provident Fund)

Acknowledgement Forms

- Nomination of Beneficiary against Insurance
- American Express Company Code of Conduct
- Electronic Communications Standard
- Serious Breaches of Company Policy
- Data Protection Disclosure Statement
- Civil Criminal Declaration Form
- Transport Declaration Form (only for female employees)

Documents Required -

Please carry the original credentials of the below documents on your Day 1 as they may be required for validation and will be returned the same day.

- 1) 5 Passport Size Photographs
- 2) Education - Completed Highest Qualification Degree (Degree Certificate and Provisional degree and all year Mark Sheets - All Attested)
- 3) Employment -
 - Relieving and Experience Letter (evidence of DOJ, Date of Leaving and Last Designation) from last 10 years employment
 - Resignation Acceptance/Resignation Copy (In case last working day is less than 60 days from Date of Joining Amex) of the current organization
 - Universal Account Number (which can be obtained from the ex- employer in case you already have a PF account)
 - Last 3 Months Pay Slips/ Form 16
 - Aadhar Card
 - PAN Card
 - Passport/Voters ID card/Birth Certificate
 - Your name in Government Photo id, previous employment certificates and highest education certificate should be matching. Else kindly carry name affidavit change or marriage certificate copy

Your First Day at American Express

Name of the Supervisor/Business Unit - To be provided on Day 1

Yours Sincerely,

Ashish Garg
VP - Global Talent Acquisition

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06-June-2022

Vanshika Saxena

Career Offer

Dear Vanshika,

We are pleased to offer you an appointment as per details given below:

- You will be designated as **TRAINEE - JOURNALIST**.
- You will be posted at **Noida**.
- You will be entitled to a compensation (cost to company) of **Rs. 380000/- (Three Lakh Eighty Thousand Rupees) per annum** including Variable Pay of **Rs. 38000/- (Thirty Eight Thousand Rupees)***.

This offer remains valid on compliance of the following conditions which are in accordance with organizational processes:

- Medical fitness being critical to an individual's contribution to business, the onus of submitting a medical fitness report from a recognized medical practitioner rests with you at the time of joining.
- In line with corporate governance & ethics of business, you shall agree to have necessary credential & reference verification administered on your educational/professional background.
- You will declare that you do not have any relative(s) working in any Essel Group Company. Relatives are defined as any blood relation, cousins, in-laws, spouse etc.
- You declare within seven days of receipt of this Offer Letter that you do not have any legal case pending against you in India or abroad, however in case there is any legal case is going on against you, the Company reserves the right to withdraw this offer at its discretion.
- You declare that you are not a director / partner in any firm. In case you are a director or partner in any company/firm, the Company reserves the right to withdraw this offer at its discretion.
- Submission of certificates/ proof of qualification and date of birth.
- Submission of passport size photographs (5).
- Submission of relieving letter/ certificate from the previous employer.
- Submission of proof of last salary drawn.
- Submission of dependent photographs (1/member).
- Photo ID of self - Aadhaar and Passport/Driving License/Voter ID.
- We would like to reiterate that this communication is private and confidential and not intended for perusal or information of any third party.
- Notwithstanding anything contained hereinabove, it is to be noted that this Offer is being made to you subject to and contingent upon successful completion of all background and reference checks along with the required supporting documentation. In case the background and reference checks are not found satisfactory by the Company, the Company shall be authorized to withdraw this Offer at its sole discretion with due intimation to you.

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INDIADOTCOM DIGITAL PRIVATE LIMITED

(Formerly Rapidcube Technologies Private Limited, Wholly owned subsidiary of Zee Media Corporation Limited)

Registered Office - FC 19, Sector 16A, Film City, NOIDA, Gautam Buddha Nagar, Uttar Pradesh-201301, India

Office Locations - Noida • Bengaluru • Mumbai

Info@india.com • Ph: 0120 - 2514700 • www.india.com • CIN-U93000UP2020PTC137165

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We expect you to join as early as possible, but not later than **10-June-2022** failing which our offer will stand automatically cancelled. A detailed letter of appointment together with the break-up of CTC will be given to you after you join the organization. Please return the duplicate of this letter duly signed by you in confirmation of receipt and your acceptance.

Yours sincerely
for Indiadotcom Digital Private Limited



Ruchira Srivastava
Authorized Signatory

IMPORTANT NOTE-

The employee needs to be on the rolls of the company on the day of disbursement of Variable Pay. In case of separation during the year, no pro rata payment will be done.

The Company reserves the right to restructure your salary and components thereof at any point of time during your employment with the company.

All tax implications arising out of your salary structure shall be borne by you.

Please note that all above details are individual specific and hence strict confidentiality needs to be maintained.


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Office Locations - Noida • Bengaluru • Mumbai

info@india.com • Ph: 0120 - 2514700 • www.india.com • CIN-U93000UP2020PTC137165

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August 5, 2022

Keshav Gulati
D-3/71, Sector-16 Rohini
New Delhi
DL 110085

Dear Keshav,

Further to our discussions, we have the pleasure to offer you an appointment with Aon Consulting Private Limited ("Company/AON") as per the terms of reference given below. Notwithstanding anything contained hereinbelow, it is clarified that this offer of appointment is subject to your successful completion of the degree course you are currently enrolled in, and producing a certificate to that effect from your educational institution by **30th June 2023**

1. Appointment

1.1 During the course of your employment, you will be governed by the rules, regulations and other company policies (together the "Company Policies") as enforced and as may be amended from time to time and accessible to the employees via the Company's intranet.

1.2 Subject to your accepting this appointment letter and reporting to duty on or before August 12, 2022, your appointment is effective from the date of joining.

1.3 You have been aligned to the Hybrid model of work where in there will be a requirement for you to work from pre-defined office location or virtually; this will usually be less than but not always limited to 50%. Your current alignment for record keeping will remain IN-HA-Gurugram-Candor. You will be reporting to such person in Company as may be indicated to you from time to time. your services are transferable, and you can be transferred, seconded or deputed by the Company, whether in India or abroad, to any of its associate companies or to any other company or legal entity resulting out of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or other similar scheme on such terms and conditions as applicable thereat.

1.4 As per the aligned work model, you should work with your manager to meet the expectations around virtual and physical presence at work. This is subject to change due to any change in Govt or Company Policies or any other business need that may arise in future. In case of a change in business requirement a due notice for the same shall be given to you to help work through the same. Your manager will notify the same depending upon operational needs, meetings, training or any office or client events.

1.5 Hybrid work modules are designed considering existing Government regulations, Company Policies and job requirement. In case there are changes on any of these, you will need to work from the Office location mentioned in your offer letter.

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1.6 At any given point in time, your work location can be limited to the given list of cities in India only; A colleague may not choose to work while travelling outside India, unless the visit itself is for official business reasons.

1.7 All terms & conditions of Data confidentiality, Company IT assets protection and employment applies to this work module. You are solely responsible for any damage to IT assets that is allocated to you as per policy. In the event of any change in Company Policy relating to BYOD, the IT assets brought by you for performing office work will have necessary restrictions in place as per Company's Policy.

1.8 Responsibility of setting up seamless internet connectivity and designated workspace during virtual work period-entirely lies with you . If there are productivity time losses due to connectivity issues, you are expected to cover the losses through additional work contribution -thus avoiding any lapses on client/operational deliverables

1.9 In the event of repeated work disruptions for more than 2 days due to connectivity issues- you will be required to arrange for alternative arrangement that ensure seamless connectivity to Aon network within a week to ensure business continuity. In case you are unable to make a successful alternative arrangement, any non-productive days beyond 2 days will be considered as leave and adjusted against your Earned leaves. Your immediate manager's decision in such cases will be termed as final.

1.10 In case of events, training, team building activities, you may be required to visit a prescribed work location cost of which will be borne by business if it is different from the aligned work location; these will be events that will mandate your attendance and will be informed to you in advance.

2. Probation & Confirmation

2.1 You shall be on a probationary period of 180 days. During this period, your performance will be reviewed and if found satisfactory your employment will be confirmed on completion of this period, unless otherwise communicated by the Company. In the event the Company, at its sole discretion, extends the term of probation for such a period as it may deem fit, any such extension of probation shall be duly communicated to you in writing. Your performance will be continuously evaluated during such extended probationary period and if found satisfactory, your employment will be confirmed in writing on completion of this period.

3. Working Hours

3.1 Your working hours will be as advised to you by your superiors from time to time and you may be expected to work beyond the standard working hours to achieve the results whenever your job so requires. Ordinarily you will be required to work for a minimum of 40 hours each week. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

4. Leaves

4.1 You will be entitled to leaves in accordance to the Company Leave Policy. All colleagues are encouraged to avail their accumulated leave balance, to ensure sufficient rest period away from work place as it is in the


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best interests of the associate and the firm to take annual leave. However, you must obtain prior approval of the concerned Manager prior to availing leaves.

5. Termination

5.1 The Company may terminate your employment immediately without any compensation or notice thereof, if you fail to submit a certificate from your educational institution certifying that you have successfully completed the degree course you are currently enrolled in by **30th June 2023**

5.2 Either party may terminate this appointment by giving 60 days notice in writing to the other party without assigning any reasons thereof. Your resignation shall not automatically be assumed to be accepted from the date of its communication to the Company and will be subject to the fulfilment of notice period, proper handover and any other conditions as may be communicated to you in writing by the Company. The Company reserves the right not to accept the payment in lieu of the notice and at its sole discretion may enforce the complete or part of the notice period to effectuate a proper handover of the charge to the sole satisfaction of the Company.

In the event termination is initiated by you, the Company may at its sole discretion, relieve you from such date as it may deem fit, even before the expiration of the notice period. Under these circumstances, the Company will ordinarily pay you compensation for the unexpired period of the notice period. The Company at its discretion reserves the right to withhold compensation, without incurring any liability should there be a material breach of your duties or obligations, or gross indiscipline or misconduct in this period.

5.3 The Company may terminate your services immediately without any compensation or notice thereof, if you are in material breach of your duties or obligations, or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law or; of the Company Policies and Code of Business Conduct or any of the terms and conditions set forth herein, which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 days after receipt of notice from the Company. Such material breach would include your failure to comply with or committing breach of the provisions contained in this appointment letter, gross misconduct, financial irregularities, breach of confidentiality/non-disclosure, breach of any applicable law or regulation, breach of the Company's Code of Business Conduct, refusal to carry out reasonable instructions and the like. The said right of the Company is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests.

5.4 In the event of your continuous absence for a period of 10 working days or more, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

5.5 Subject to earlier termination of this engagement, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

5.6 Upon severance of your employment with the Company, it is agreed that any assets and amounts due to the Company by you shall be held in trust by you for and on behalf of the Company and subject to the provisions of this agreement, the Company commits itself to hold all amounts due to you in trust for you and on your behalf. The Company shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach of this agreement.

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5.7 The Company may proceed against you to seek injunction in an appropriate court of law against your working in any other company/firm/business before you are relieved from the Company. In addition to any other remedies which the Company may have at law or in equity, you agree that the Company shall have the right to have all provisions of this agreement specifically performed including the post employment restrictions stipulated in clauses 7 and 11.

5.8 The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness. Your obligations set forth in paragraphs 6,7,8 and 11 survive expiration or termination of your employment contract with the Company.

6. Confidentiality & Employment Policy

6.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to company or it's subsidiaries or affiliates, it's customers, subcontractors or any other person or company having any kind of association or relationship with the Company, and or it's affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.

6.2 You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such Confidential Information to third parties or make use of such information for your own benefit or otherwise howsoever.

6.3 You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other Confidential Information, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.

6.4 Upon expiry or termination of your employment with Company, you will return and surrender to Company, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge databases that came to you or were entrusted to you in the course of your employment and shall not retain any copy thereof in any form whatsoever.

7. Disclosure of Information

7.1 You shall not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or anytime after your employment with us, use or disclose to any person, firm or corporation any information relating to the organization, its business, clients or trade secrets which have come into your possession in the course of your employment with us including public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or

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otherwise relating to Company or its subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with Company and/or its subsidiaries or affiliates, except with prior written approval of Company.

8. Intellectual Property Rights

8.1 All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Company and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by Company, during or after the term of this engagement, you shall assign and transfer in favor of Company or, at the request of Company, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Company may require, to effectually vest in Company, any of its subsidiary, affiliate or customers as Company may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

9. Compensation

9.1 Your annual gross compensation will be the aggregate of (A) Total Salary & Allowances and (B) Benefits as set forth in the Annexure ("Compensation") and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company/Division/Practice compensation review cycle.

The Company assumes no responsibility for your personal tax affairs, and your tax liability in respect of your compensation is entirely your responsibility. Provided however, Company may from time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by the Company's Policies of maintaining strict confidentiality of the compensation you receive from the Company.

9.2 It is however clarified that the Benefits as set forth in Part B of the Annexure respectively are provided on a voluntary basis by the Company in accordance with the Company Policy in force at present, and hence are liable to (i) change from time to time; or (ii) be withdrawn any time. During the term of your employment with Company, you will be subject to all such applicable rules and regulations in accordance with the Company Policy as may be in force from time to time.

10. Learning & Development

10.1 During the course of your employment with the Company, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in or abroad. Company will bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of Company for a minimum specified period after such programs, failing which you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs. Regarding the aforesaid, the Company reserves the right to ask you to sign an agreement/bond associated with the training/assignment. In the event of any breach of the conditions associated with the bond the Company will invoke the appropriate penalty clauses and you will be liable to pay the damages as provided in the said agreement/bond. Your refusal to undergo such programs on such terms would be considered as a material breach of the terms of employment and in such case, Company shall have the right to terminate this engagement, by giving you 5 days notice as referred to in clause 5 above, without being under obligation to make any payments to you.

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11. Non Competition Agreement

In addition to the aforesaid, in the event of your separation from the Company for whatever reason:

11.1 You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Company, you shall (a) use your best endeavor to defend and promote the business interests of Company; (b) devote your full time, attention and efforts to serve Company; and (c) whether by yourself, your employees, agents, or otherwise, and whether on your own behalf or for any other person, or entity in India or elsewhere, not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of the Company or conflicts with your position in the Company (including without limitation, accepting employment with, be employed or engaged or joining services or otherwise interested in any business of any competitor and/or, client of the Company, or any other third party). You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with the Company is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of the Company, which consent may be granted at Company's sole discretion.

12. Should any provision of this Letter be held invalid or unenforceable, such invalidity will not invalidate the whole of this Letter and the remainder of this Agreement will remain in full force.

13. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment under this Agreement, such dispute or claim shall be referred to the arbitration in pursuance of the Arbitration and Conciliation Act, 1996. The Company shall in the event of any such dispute or difference, have the right to nominate an Arbitrator as the Sole Arbitrator to adjudicate upon the dispute/difference. The seat of the Arbitration shall be Delhi. Parties also agree to submit themselves to the exclusive territorial jurisdiction of the Courts at Delhi. Parties also agree to submit themselves to the exclusive territorial jurisdiction of the courts at Delhi. The arbitration proceedings shall be conducted in the English Language. The fees of the Arbitrator shall be paid equally, in the first instance, by both parties, subject to the final adjudication of costs by the Arbitrator at the time of passing the award.

14. Service Agreement

14.1 During the course of your employment with the Company, you may require to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad and you shall be intimated of the same and the estimated amount involved during your offer process.

14.2 Regarding clause number 14.1, the Company reserves the right to ask you to sign a Service Agreement associated with such skill enhancement activities.

14.3 As and when you are in receipt of a copy of the Service Agreement you are required to read it in full and fill and submit to the Company.

14.4 You understand that the Service Agreement has to be duly filled and signed by you and by your surety. You also understand that a copy of the surety's ID Proof has to be submitted with the Service Agreement to the Company before date of joining. Failing to do so, may lead to the extending of date of joining the

Company. Failure to sign the Service Agreement within 3 days of joining may lead to legal action/termination of employment against you.

14.5 You understand the Company has the right to pursue legal action if there is a breach of Service Agreement signed by you during the course of your employment.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association with you. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings. Welcome aboard!

Sincere regards,

For Aon Consulting Private Limited

Mahesh Shenoy

Authorized Signatory

I hereby agree and accept to the terms of this employment contract in its entirety and any amendments, additions hereto. I also promise to adhere to and abide by the Company Policy as enforced and amended from time to time.

Name: Keshav Gulati

DocuSigned by:

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8/5/2022

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Compensation and Benefits Worksheet

Candidate Name: Keshav Gulati
Location: IN-HA-Gurugram-Candor
Role: IND H&B Analyst-Actuarial
Aon Level: 8 Role Level

	Per Annum	Per Month
Fixed Compensation		
Basic Salary	₹ 230,000.00	₹ 19,167.00
Company's contribution to PF*	₹ 27,600.00	₹ 2,300.00
Flexible Salary	₹ 185,600.00	₹ 15,467.00
Fixed Compensation	₹ 443,200.00	₹ 36,933.00
	Per Annum	Per Month
Statutory Bonus#	₹ 16,800.00	₹ 1,400.00
A. Total Salary & Allowances	₹ 460,000.00	₹ 38,333.00

B. Other Benefits

Current benefits available to you are as follows. Please refer to the latest company policies** (will be made available at the time of joining)

	Benefit Value***	Eligibility
Medical Hospitalization Insurance as per Company policy	₹ 500,000.00	Yes
Medical Benefit under the ESI Act (Applicable to employees with monthly gross compensation less Employer's Contribution to Provident Fund)	As per the Act	No
Life Insurance (3 times of Total Salary & Allowances)	₹ 1,380,000.00	
Personal Accident insurance (3 times of Total Salary & Allowances)	₹ 1,380,000.00	
Gratuity	As per the Act	
Annual Earned leaves Entitlement	21 days	
Annual Sick leaves Entitlement	12 days	
Annual Casual leaves Entitlement	Applicable to Noida Only	
Aon Holidays	10 Days	
Transportation	As per the Company Policy	

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PF Clause - Two PF Options shall be offered to employee at the time of joining, and employee may choose any one option before their first payroll.

Option 1 - *The Company's & employee's contribution to Provident Fund is @ 12% of Basic salary each. (In case PF Contribution while choosing Option 1 is less than Rs.1800 per month then PF will be deducted at Rs.1800 per month.

Option 2 - Standard deduction of 1800 per month towards PF contribution each from company & employee's side calculated @ 12% of Rs.15,000.

If Option 2 of PF is chosen, remaining amount of Company's contribution is added to Flexible Salary. Further, the amount of 1800 per month will increase in case of change in law of land relating to PF.

In case no option is chosen, the PF deduction shall be considered as 12% of Basic Salary plan or minimum Rs.1800 per month whichever is higher for the ongoing financial year.

Please note that employee will be able to change option only once during the financial year.

Flexible Salary - Flexible Benefit Policy enables Aon colleagues to understand and manage the flexible pay component of their salary by determining which components may be availed to what extent and their related requirements, as per taxation rules.

The flexible benefit components include:

- Meal card Tax-free Component
- Telephone Reimbursement Tax-free Component
- Professional Development Allowance Tax-free Component
- Leave Travel Allowance • National Pension Scheme Tax-free Component
- Fuel Reimbursement
- House Rent Allowance (HRA)


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The scope and eligibility of each tax-free component within the flexible allowance will vary per Aon Role Levels. Please refer to policy details when you join Aon

**Subject to change. Please refer to the latest company policies (will be made available at the time of joining)

***Cash in lieu (in case the benefit is not availed) is not payable

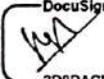
Statutory bonus though due within 8 months after the closure of financial books (on 31 March every year), shall be paid in advance every month on the maximum slab applicable (i.e. 20% of Rs.7,000/-) under the Payment of Bonus Act, 1965.

In case of ESI Eligibility as per ESI Act - Employee's contribution @ 0.75% on gross salary less Employer's contribution to PF and Employer's contribution @ 3.25% will be made by the Company directly to the Authorities for eligible employees.

Colleagues with Noida as base locations will be entitled for 7 casual leaves.

Read and Accepted

Name: Keshav Gulati

DocuSigned by:

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8/5/2022


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Date: 14th April 2022

PERSONAL & CONFIDENTIAL

Dear Ritika Mishra,

We are pleased to extend you an offer to join Josh Talks as a Content Executive - Josh Talks Podcast. This letter will memorialize the terms of your Professional Service Contract with Josh Talks. Your Professional Service Contract is contingent on your ability to furnish Professional Service Contract eligibility documentation as required by law.

We look forward to your joining and helping us achieve the Organisation's mission.

The terms of your Professional Service Contract are as follows:

Nature of Role: Professional Service Contract

Start Date: 18th April 2022

End Date: 30th September 2022

Remuneration: INR 30,000 (10% Tax deduction as applicable) per month

Confidentiality: The existence, nature, terms and conditions of this Agreement are strictly confidential and shall not be disclosed by either of the parties in any manner or form, directly or indirectly, to any person or entity under any circumstances. Further, the remuneration shall strictly not be discussed with co-team team members.

Non-Compete: You agree that during the term of your Professional Service Contract and for a further period of 6 calendar months after separation from the Organisation, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Organisation in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Organisation in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties ("Restricted Business), other than through the Organisation.

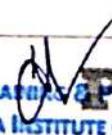
Intellectual Property Rights: The intellectual property created by you in the course of your Professional Service Contract will be solely owned by Josh Talks. Josh Talks will have the right to produce, reproduce and monetise the content created during your term with the organisation.

Term: The duration of this Professional Service Contract will be of around 5 and a half months & may be terminated earlier by either party for any cause. The first 1 month of the term shall be a probationary period. In case of termination by Josh Talks, the notice period shall be 1 week and in case of termination by team member, the notice period shall be of 1 week. In case of termination by cause, no salary shall be remunerated thereafter.

Josh Talks, 10B Bougainvillea
Marg, DLF Phase 2, Sector 25,
Gurugram, Haryana 122022

Supriya Paul

supriya@ioshtalks.com


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Team member Agreement: To protect the interests of the Organisation, you will need to sign the Organisation's standard Terms & Conditions of Professional Service Contract (attached as Exhibit A), invention assignment agreement, Josh Talks Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Team member Agreements") as a condition of your Professional Service Contract.

Workplace Conduct: The organization has a very strict policy against sexual harassment. Sexual harassment will not be tolerated either in the office premises or whilst on assignment or in any place visited by the team member arising out of or during the course of Professional Service Contract and includes transportation service provided by the organization and all your engagements as a representative of this organization. Sexual harassment shall be treated on par with other forms of misconduct under the Professional Service Contract and will attract disciplinary proceedings. Any person found involved in sexual harassment shall face severe consequences as mentioned under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, which can include deduction from salary or wages payable, initiation of criminal proceedings or termination of the Professional Service Contract. For the purpose of this clause, the expression 'sexual harassment' shall have the same meaning as under Section 2(n) and 3(2) of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. For the purpose of clarification, this clause will be equally applicable to all team members, irrespective of their gender and will cover same-sex sexual harassment. You represent that your signing of this offer letter, and the Team member Agreements and your commencement of Professional Service Contract with the Organisation will not breach any agreement currently in place between yourself and current or past employers.

P.S. Kindly carry your laptop once you join in as we have a 'bring your own laptop' policy

Sincerely,

Supriya Paul

I agree to the above-stated terms of the offer and accept the same.

Ritika

Ritika Mishra

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Josh Talks, 10B Bougainvillea
Marg, DLF Phase 2, Sector 25,
Gurugram, Haryana 122022

Supriya Paul
supriya@joshtalks.com

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EXHIBIT: A - Terms & Conditions of Professional Service Contract

1. During the term of your Professional Service Contract with Josh Talks, you may not engage in any other Professional Service Contract or act in any way, which either conflicts with your duties and obligations to Josh Talks or is contrary to the policies or the interests of Josh Talks.

2. During the term of your Professional Service Contract with Josh Talks, you are required to disclose all material and relevant information, which may either affect your Professional Service Contract with Josh Talks currently or in the future or maybe in conflict with the terms of your Professional Service Contract with Josh Talks, either directly or indirectly. If at any time during your Professional Service Contract, if Josh Talks becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Josh Talks reserves the right to forthwith terminate your Professional Service Contract without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been in Professional Service contract with Josh Talks.

3. You agree to conform to and comply with Josh Talks' Policy and Josh Talks may from time to time give such directions and orders.

4. Notwithstanding anything mentioned in this Agreement, Josh Talks may terminate your Professional Service Contract, with immediate effect by notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Josh Talks's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Josh Talks Policy or other documents or directions of Josh Talks, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Josh Talks, or redundancy of your post on Josh Talks, or upon you conducting yourself in a manner which is regarded by Josh Talks as prejudicial to its own interests or to the interests of its clients.

5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

6. At the time of termination of your Professional Service Contract, if there are any dues from you, the same may be adjusted against any money due to you from Josh Talks on account of salary, bonus or any other such payments.

7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.

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Josh Talks, 10B Bougainvillea
Marg, DLF Phase 2, Sector 25,
Gurugram, Haryana 122022

Supriya Paul
supriya@ioshtalks.com

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LETTER OF APPOINTMENT

March 11, 2022

To,
Mr. Nityam Chhabra
House No 273, Sector 16
Faridabad, Haryana - 121002

Subject: Appointment as 'Brand Storyteller' of Fraktl Intelligence Private Limited

Dear Nityam,

Further to our discussions, we are pleased to offer you a position of 'Brand Storyteller' in Fraktl Intelligence Private Limited ("Company"), subject to the terms and provisions of this letter of appointment ("Appointment Letter") and the policies of the Company.

1. **Term:** Your employment will commence from April 04th, 2022 ("Effective Date"). This Appointment Letter shall come into force on and from the Effective Date and shall remain in force until terminated in accordance with Clause 9 of this Appointment Letter ("Term").
2. **Designation:** Your designation will be 'Brand Storyteller' in the Company, and you will report to such person(s) in the Company, as may be communicated to you from time to time. Your scope of work, roles and responsibilities will be communicated to you by the Company.
3. **Probation/Confirmation:** You will be on Probation for a period of Six months from the date of your joining. Based on your performance your services will be confirmed with the company in writing, after successful completion of the probation period. During the probation period if your performance is found to be unsatisfactory, the same may be extended for a maximum period of another three months, as per the discretion of the Management. During the Probation period your services can be terminated by giving seven days' notice from either side.
4. **Compensation and Benefits:**
 - (i) You shall be entitled to compensation and benefits as set out in Annexure 1 to this Appointment Letter ("Compensation"). The Compensation for a calendar month shall be paid to you by the last working day of each calendar month or [1st] day of the succeeding calendar month. The Compensation shall be subject to applicable deductions and withholdings for income tax, contributions to provident fund, gratuity fund, superannuation fund, and other statutory benefits as applicable to you and in accordance with applicable laws and regulations.
 - (ii) You will be solely liable for your personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The breakdown of the remuneration may need

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to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability that you may face due to such revisions.

5. **General terms and conditions of your Employment:**

- (i) **Place of Work:** Your principal place of work shall be the Company's office at Bangalore. The Company may, in its sole discretion, depute or transfer you to such other offices, branches, or at any of the Company's client's office, as may be required.
- (ii) **Hours of Work:** You shall be required to work for 9 hours per day for 6 days per week, or till such time as may be required for completion of any task. You may be required to work for additional hours, if required by the Company. However, you will not be entitled to any additional compensation or benefits for such additional hours.
- (iii) **Travel:** You may be required by the Company to travel within and outside India, as may be required. For this purpose, you must keep your passport valid at all times. Any costs incurred by you for travel, lodging or meals, will be reimbursed to you by the Company.
- (iv) **Retirement:** Your retirement age will be upon attaining the age of 60 (sixty) years, which shall be calculated as per the information and documents provided by you.
- (v) **Personal Data:** You will submit documents mentioned in Annexure 2 to this Appointment Letter. All documents/information submitted you shall be complete and accurate. In case of any changes in the documents/ information, you will submit such revised/ modified document/ information within 3 (three) working days from the change/ revision.

6. **Duties and Responsibilities:** During the Term, you will comply with the following terms and provisions:

- (i) You shall carry out your all duties which are normally associated with the employment in your position along with any other duties as may be prescribed from time to time;
- (ii) You shall in all respects carry out and use your best endeavors in carrying out the objects of the Company and protect its interest to the best of your ability and judgment and devote the whole of your time and attention to the business of the Company;
- (iii) You shall at all times, display good faith and exhibit a high degree of professionalism in the conduct of your professional duties;
- (iv) You shall, consistently, uphold the goodwill of the Company and shall not do anything that may adversely affect the Company;
- (v) You shall not undertake, directly or indirectly, other professional activities or activities that may in any manner, directly or indirectly, constitute a conflict of interest with the business of the Company whether or not you receive financial compensation for these activities;
- (vi) You shall not, in any manner, directly or indirectly, do or not do, any act that may result in any loss of revenue or loss of clients to the Company;

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- (vii) You shall, in addition to the terms and conditions of employment, specifically stated in this Appointment Letter, comply with the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time; and
- (viii) Your employment shall also be governed by the statutory laws enacted by the Central or State Government or local authorities as may be applicable from time to time.

7. Confidentiality:

- (i) You shall not reveal to any person or entity and shall use your best endeavors to prevent the publication of or disclosure of any Confidential Information and any information pertaining to trade secrets or operations or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company or any of its affiliates or its clients (which includes any information for the clients and information generated for clients), which may come to your knowledge. You shall keep complete secrecy of all Confidential Information or any other information entrusted to you and shall not use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business or in any way be likely so to do.
- (ii) "Confidential information" shall include information on or pertinent to, without limitation inventions, know-how, trade secrets, works, designs and drawings, price lists, pricing methodologies, pricing policies, licenses, contract information, financial forecasts, historical financial data, budgets, customers, customer sales, customer proposals, sale forecasts, methods of operation, vendors, suppliers, contractors and partners (and their terms of business), purchasers, any proposals relating to the acquisition or disposal of any assets or business of the Company, any proposals relating to the expansion or contraction of activities, (business, research and development, construction, technical, sales and production) plans and processes, developments, research, techniques, improvements, procedures, specifications, ideas, computer hardware, computer software, software code, algorithms, procedures and methods of accounting, manners of doing business, marketing plans, personnel and employment matters (including details of employees and directors, the level of remuneration and benefits paid to them); all as acquired, developed, amended, used, generated and/or utilized by or on behalf the Company.
- (iii) Confidential Information shall also include any information or physical matter entrusted by third parties to the Company in confidence.

8. Intellectual Property Rights:

- (i) Any and all information/intellectual property which are developed or created by you during the Term, as part of your employment with the Company, shall be exclusive properties of the Company and the Company shall have the exclusive right and authority to exploit the said information and/or intellectual property in any manner it may deem fit. You shall not be entitled to use, disclose, and reproduce any such information / intellectual property without the prior written consent of the Company.

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- (ii) To the extent that any such rights do not vest with the Company automatically as per the terms of this Clause 7 or through operation of law, you hereby irrevocably and in perpetuity assign to the Company all of right, title and interest over such information/ intellectual property.
- (iii) You shall, for the purposes of the above, execute any document that the Company may, from time to time, require you to execute so as to enable the Company to protect and/or enforce any of its rights in respect of the said intellectual property under any law in force.
- (iv) You shall not infringe the rights, including any intellectual property rights, of any third party OR any rights of third parties to the extent that infringement results from copying, for the purpose of complying with your duties in the course of your employment with the Company.

9. **Non-Solicitation:** During the Term and for a period of 12 (twelve) months thereafter ("Non-Solicit Period"), you shall not:

- (i) in any manner, solicit or attempt to solicit any of the client, customers or other person to direct its purchase of the products and/or services of the Company either for yourself, or for any competitor;
- (ii) in any manner, solicit or attempt to influence any person, employed or engaged by the Company (whether as an employee, consultant, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any other person including a competitor;
- (iii) in any manner, directly or indirectly contact or attempt to contact any client/customer/business associate ("Company's Clients") or solicit from any Company's Clients, except on behalf of the Company, business of the type carried on by the Company or to persuade any Company's Clients to cease doing business or to reduce the amount of business which any such Company's Client has customarily done or might propose doing with the Company and/or its subsidiaries or damage in any way the business relationship that the Company has with any Company's Clients, whether or not the relationship between the Company and such Company's Clients was originally established in whole or in part through your efforts; and
- (iv) Employ or attempt to employ or assist anyone else to employ or otherwise associate any person who is in the employment of the Company or associated with the Company or was in the employment of the Company or otherwise associated with the Company at any time during the Non-Solicit Period.

10. **Termination:** Your employment with the Company may be terminated in the following events:

- (i) Termination without cause: Either you or the Company may terminate your employment with the Company and terminate this Appointment Letter, by giving 1 (One) month prior written notice;

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- (ii) **Termination for Misconduct:** The Company may terminate your employment and this Appointment Letter, immediately and without any notice, if you (a) breach any provisions of this Appointment Letter and/ or the policies of the Company, (b) breach or violate any provisions of the applicable law, or (c) commit any Misconduct (as defined below).

"Misconduct" will include without limitation: (a) absence from the employment without prior notice in writing or without sufficient cause for 7(seven) days or more in a calendar month; (b) going on or abetting a strike in contravention of any law; (c) causing damage to the property of the Company; or (d) in any manner causing harm or detriment to the Company, including by act or omission diverting clients or potential clients to any other entity.

- (iii) **Termination for Disability:** If, in the opinion of the Company, you are unable to carry out the responsibilities and functions of the position held by you by reason of any physical or mental impairment for more than 60 (sixty) consecutive days or more than 120 (one hundred and twenty) days in any 12 (twelve) month period, then, the Company may terminate your employment and this Appointment Letter, subject to applicable law.
- (iv) **Termination due to death:** Your employment with the Company and this Appointment Letter will terminate forthwith upon your death and the Company shall not have any further liability or obligation to your heirs, executors, assigns or any other person claiming under or through your estate.

11. **Effect of Termination:** Notwithstanding anything contained in this Appointment Letter, upon termination of your employment by the Company for any reason whatsoever, you shall remain in full compliance with the confidentiality, non-disclosure and non-solicitation provisions set out in this Appointment Letter and the policies of the Company. You shall hand over all documents and materials constituting the property of the Company, including any proprietary rights, intellectual property rights and confidential information, which may be in the possession of you at the time of termination of your employment and this Appointment Letter.

12. **Compliance with Company's policies:** You shall be under an obligation to observe and comply with all the policies of the Company including but not limited to the human resource policies of the Company, as amended from time to time.

13. **Severability:** Each provision of this Appointment Letter is severable. If one or more of the provisions in this Appointment Letter are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Appointment Letter shall not be affected.

14. **Survival:** The provisions of this Appointment Letter including the contents of Schedules, which by their nature are intended to survive the termination or expiration of this letter of appointment/Appointment Letter, will survive the termination or expiration of this letter of appointment/Appointment Letter.

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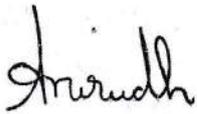
15. **Entire Agreement:** This Appointment Letter contains the entire agreement between you and the Company and supersedes and replaces any prior agreements (whether written or otherwise) and in respect of the subject matter contained herein.

16. **Governing Law and Jurisdiction:** The interpretation and enforcement of this Appointment Letter shall be governed by the laws of India and jurisdiction shall be exclusively vested in the courts of Cochin.

Request you to sign in the designated space given below, indicating your acceptance of the terms of the Appointment Letter and return a signed copy of this Appointment Letter to the Company.

Warm regards,

For an on behalf of **FRAKTL INTELLIGENCE PRIVATE LIMITED**



Name: Anirudh Rao

Designation: Co-Founder

AGREED AND ACCEPTED:

I, **Nityam Chhabra**, hereby agree and accept the terms of this Appointment Letter and agree to comply with the terms of the Appointment Letter.

Name: Nityam Chhabra

Signature:




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ANNEXURE 1

COMPENSATION AND BENEFITS

A. Cost to Company (CTC) Breakup:

	Monthly	Annual
Basic	25,000	3,00,000
HRA	10,000	1,20,000
Fuel & Vehicle Allowance	2400	28,800
Telephone Allowance	2000	24,000
Food Allowance	2200	26,400
Special Allowance	8400	1,00,800
Cost to Company (CTC)	50,000	6,00,000

B. Miscellaneous:

1. Gratuity will be paid as per Payment of Gratuity Act, 1972.
2. Take home salary will be net after Income Tax and any other statutory deductions depending on your savings under various schemes. Also, the monthly take home may be impacted depending on the reimbursements claims every month.

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ANNEXURE 2

LIST OF DOCUMENTS

Sl. No	Documents to be submitted	Format	
1	Proof of Age and Photo ID	Driver's License/ school Leaving Certificate/ PAN Card/ Passport/ Aadhar card	Photocopy
2	Proof of Residence	Telephone Bill/ Ration Card/ Voter ID Card/ Electricity Bill/ Rent Agreement/ Passport/ Aadhar Card	Photocopy
3	PAN Card	-	Photocopy
4	Educational Qualification	Mark sheets/Degree certificates of 10th, 12th and graduation degree	Photocopy
5	Two Color Passport size photographs	-	-

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