



Employment Offer cum Appointment Letter

Ref No. TES903:

Date: 25 Feb 2025

Dear **Saumy Sharma**
Lucknow,

This is with reference to your application and subsequent test / interview you had with Tesseract Imaging Limited ("Company" or "us" or "we"), we are pleased to offer you employment as **Software Development Engineer - Simulation and Integration Testing** on the following terms and conditions:

1. Place of Posting: Your initial posting will be at **Mumbai, Reliance Corporate Park.**

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

You will join us as soon as possible but not later than **12-May-2025**

2. Business Team: You will be in the **Software** team initially. You may also be transfer from one team to another, at the Company's sole discretion and based on business exigencies.

3. Reporting Relationship: You will report to **Director of Product - Robotics** initially. The Company reserves the right to change your reporting manager at any time at its sole discretion.

4. Compensation

Annual Compensation: Your fixed annual compensation will be ₹ **1,000,000/-**

Your salary is payable in accordance to the Company's standard payroll practice and as per the terms provided in this Offer cum Appointment Letter which shall be executed by you. Further, any other benefits shall also be provided in accordance with the terms provided of this Offer cum Appointment Letter.

CONFIDENTIAL



In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company. The available CTC components along with monthly/ annual compensation breakup and limits have been detailed in Annexure 1-A and Annexure 1-B. Please note that the components within each category of payments are discretionary and the Company has the right to change these components any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

5. Provident Fund Scheme

You will become a member of the Provident Fund Scheme, if not already a member, under the Employees' Provident Funds Act, 1952 and as per the rules in force from time to time. The Company's contribution (including contribution to Central Government Pension Scheme) under this scheme shall be in accordance with applicable law. You will be required to submit necessary enrolment/transfer forms to the HR Department immediately upon joining. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Please review, acknowledge and accept the offer cum appointment letter with annexures including "Terms & Conditions of Employment" at Annexure II. These employment terms will be effective from the date of your joining the Company and sets forth the terms and conditions under which Company would employ you and your acceptance of the offer of employment would be on these terms and conditions of employment.

This offer cum appointment letter shall automatically stand withdrawn, in case we do not receive your acknowledgement and acceptance within one day from issue of this letter.

Your joining is subject to your timely accepting the offer cum appointment letter, verification of your pre-boarding documents as per Annexure II. Pursuant to your acceptance of this offer cum appointment letter, your employment will be conditional and subject to your execution of the Company's Non-Disclosure Agreement.



You acknowledge that the Company has expended ample time, effort, and resources into finalizing your position with the Company through this recruitment process. This includes involvement of personnel of various levels of management, undertaking background checks, review of your documentation and physical interviews in order to secure your position with our Company, at the cost of other candidates who are also suitable for the offered position. Therefore, in case you refuse to join after accepting and signing this offer letter, you shall be liable to forthwith on demand and without demur pay to the Company a sum not exceeding in total the said sum ₹ 1,00,000.00 (₹ One Lakh only) as compensation for costs or expenses for our time and resources, in extending our offer of employment to you, by reason of such default on your part. In addition, in the event, where the Company has paid for your relocation/joining bonus/notice period of previous employer at the time of joining, all expenses borne for the same will be recovered in full from you as per the Company's policy if you terminate the employment before a period of 365 days from your date of employment. We look forward to your joining our team for a long, successful and pleasant association.

Yours Sincerely

For Tesseract Imaging Limited
Mukti Shetty
Senior Manager - Talent Acquisition
AUTHORISED SIGNATORY



ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on 12/05/2025

Signature: Saamy Sharma

Date: 26/02/2025

ANNEXURE 1-A- COMPENSATION BREAKUP

Components	Monthly	Annually
A) Fixed Pay		
Basic	28,538	3,42,450
Residual Choice Pay	51,623	6,19,478
Total Fixed Pay	80,161	9,61,928
B) Retirals		
Employer's Provident fund	1,800	21,600
Gratuity	1,373	16,472
Total Retirals	3,173	38,072
Total	83,333	10,00,000
C) Performance linked incentive (PLI)		-
Total CTC	83,333	10,00,000

1. The income tax calculation is provisional and is based on the current Income Tax Rules. Any change in the Income Tax Rules will impact the income tax projections.
2. The insurance premium and coverage amount are subject to revision based on the Company policy.

ANNEXURE 1-B – COMPONENTS OF COMPENSATION

The Company follows a Cost to the Company (CTC) structure that reflects the total cost of an employee to the organization and includes all direct and indirect payments including benefits, perquisites and subsidies. It is so designed to provide you flexibility to structure your compensation package. However, the components within each category of payments are discretionary and the company has right to change these components any time without notice.

The main components under Cost to Company Structure are:

A. Fixed Pay

A1. Basic Salary:

This is the base pay component of the fixed pay and is the reference salary for Provident Fund and Gratuity contribution. (Please refer Point B Retirals below.)

A2. Personal Special Allowance:

Personal special allowance is a fixed pay component and is part of the reference salary for provident fund contribution.

A3. Residual Choice Pay (RCP):

Residual Choice Pay is a fully taxable component. After joining, you may choose to distribute residual choice pay among various choice pay components as per your needs. Amount chosen under choice pay components will be reduced from residual choice pay.

You must choose the amount to be claimed under each choice pay component at the beginning of the financial year or within 7 days of joining the Company. Residual Choice Pay components like Fuel & Maintenance, and LTA are reimbursed based on the actual bills/supporting documents submitted. All bills / supporting documents must be provided by 15 January for the financial year. In case the actual bills fall short of the amount chosen, balance amount will be paid as taxable allowance.

The choice pay components offered by the company are mentioned below. These can change at any time in line with government regulations and company policy. Please visit policy section on Employee Self Services (ESS) portal for more details.

1. Conveyance Allowance

2. House Rent Allowance
3. Children's Education Allowance
4. Children's Hostel Allowance
5. Leave Travel Assistance
6. Fuel & Vehicle Maintenance Reimbursements
7. Sodexo / Accor Food Card
8. Gift Coupons

A4. Group Hospitalization Insurance (GHI)

GHI provides risk coverage to you and your family members (spouse, dependent children and parents) in event of hospitalization. The coverage and mandatory debits in respect of the same are as follows:

#	Parameter	Description
1	Definition of Family	Employee, Spouse, 4 Dependent Children up to 25 Yrs and Dependent parents covered under the policy.
Insurance for family		
1	Self (insurance premium ₹ per annum)	Included in Family
2	Spouse (insurance premium ₹ per annum)	Included in Family
3	Children (First 4 up to the age of 25 years) (Insurance premium ₹ per child per annum)	Included in Family
Eligibility		
1	Hospital Room	Up to Non-deluxe AC Single Room
Additional Benefits		
Not Applicable		

*The insurance premium and coverage amount are subject to revision as per Company Policy.

A5. Group Personal Accident Insurance

Group Personal Accident Insurance Benefit provides you risk coverage in case of any accidents occurring while working or outside of work resulting in partial or total disablement or casualty. Please visit Employee Self Service (ESS) portal post joining to add your nominees for GPAI. The insurance premium and coverage amount are subject to revision as per Company Policy.

A6. Group Term Life Insurance (GTLI)

GTLI provides coverage to your family members in the unfortunate event of death due to either accidents or natural causes. Total sum assured shall be payable to your nominee. However, nothing is payable on survival. The Insurance premium and coverage amount is subject to revision as per company policy.

A7. House Rent Allowance (HRA)

House Rent Allowance is paid in order to meet the expenses incurred on account of rented accommodation. HRA is 50% of your basic salary.

B. Retirals

B1. Provident Fund

Employers' contribution to the provident fund is 12% of basic up to Rs. 15000/- per month. A part of the company's PF contribution is deposited to your PF Pension Fund/RPFC, to provide you with pension on retirement or after completing a specified period of service.

B2. Gratuity

Employer contribution to the Company's Gratuity Fund @ 4.81% of Basic Salary.

1. All Employees who have completed 5 years of continuous service with the Company are eligible to get gratuity on separation from the company.
2. In the case of death, the minimum service requirement does not apply.
3. Gratuity is calculated as Last Drawn Basic Salary / 26 days x 15 days x number of completed years of service.
4. Income Tax on Gratuity will be applicable as per Income Tax Rules.



ANNEXURE – II – TERMS & CONDITIONS OF EMPLOYMENT

1. VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. **Verification of Particulars:** You understand that the Company may independently verify your prior employment history, and you hereby consent to such information being shared with such third-party agencies for the purposes of your prior employment verification, if required. You acknowledge that the Company reserves the right to terminate your employment with immediate effect, without any notice or payment in lieu of such notice, if the outcome of such verification reveals any false representations or inconsistencies against that provided during the hiring process or interview or have furnished any false information or suppressed any relevant material facts.

While the results of verification shall be kept confidential by the human resources department, in accordance with the internal policies of the Company, you acknowledge and agree that such information may be disclosed to other authorized employees of the Company on a need-to-know basis in connection with their performance or execution of their job assignments or based on work contingencies.

2. STATUTORY BENEFITS

The Company reserves the right to alter, amend, or withdraw any benefits offered to you by the Company at any time in order to comply with applicable law, regulation, or reasonable business practice.

3. COMPANY BENEFITS

Your employment shall be in accordance with and subject to all Company policies, rules and regulations as promulgated and modified from time to time. The changes in these policies, rules and regulations, for example, in the type of work, work hours, shifts, days off etc. may be made at the discretion of the Company from time to time and you shall abide by the rules, regulations and the policies of the Company, and any change thereof which may be adopted by the Company, from time to time.



4. PROBATION PERIOD

You will be on probation for a period of 90 days (the 'Probation Period') from the joining date. The same may however be extended upon the sole discretion of the Company.

During the Probation Period, either you or the Company may terminate the employment by giving the other 30 days written notice. At the end of the Probation Period, the Company may confirm, extend, or terminate the services, depending upon the employee's performance during the Probation Period.

5. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary/ affiliate of our client/ associate. The Company may reassign you to work for an associate or subsidiary of the Company on secondment or transfer either full time or part-time in any part of India or overseas as decided by the management and based on work exigencies. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

6. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that;

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein and you acknowledge that your continued employment in the Company is subject to you being declared mentally fit by a doctor, recommended by the Company;
- c. You acknowledge and agree to the reasonableness of the terms, covenants, and/ or condition, as they are necessary to protect the interests of the Company and waive the right to challenge such reasonableness in any proceeding to enforce the terms, covenants and/ or conditions contained herein;
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith or which will hinder your performance of any obligations contained herein;
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants;
- f. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and
- g. The terms, covenants, and conditions set forth herein are essential for the Company's

protection; and the Company has relied on these representations, warranties, and agreements by you.

7. DUTIES AND RESPONSIBILITIES

a. Exclusivity: You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company and its clients.

You are required to engage yourself exclusively in the work assigned by the Company and its client and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of the Company. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior, reporting manager or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. Scope: You understand the scope of your duties is not circumscribed or limited to your designation and that you may be allotted any other duties from time to time as may be deemed necessary by the Company.

c. Guidelines: You shall follow the guidelines under the Company's employee handbook and policy of business conduct, revised or amended from time to time, and hereby undertake that you shall:

- i. comply with all official procedures followed by the Company;
- ii. notify the Company upon becoming aware of any conduct or activity which may be detrimental to the reputation, goodwill or business operations of the Company;
- iii. not accept any monetary/ non-monetary gift, reward, payment or benefit from any supplier or customer of the Company;
- iv. not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contracts, orders, or similar advantage;
- v. not render commercial or professional services of whatsoever nature to any person or organization, whether or not for pecuniary gain, without the prior written consent of the Company;
- vi. not hold any personal interest in any competing business of the Company;
- vii. not participate in any conduct or activity which may be detrimental to the reputation, goodwill or business operations of the Company;
- viii. not deal, encourage, counsel or procure another person to deal, in any securities whilst in possession of unpublished and price-sensitive information in relation to the Company, or to

- disclose such information to another person, or otherwise misuse such information;
- ix. not participate in any activity that constitutes an actual or potential conflict of interest with my employment with the Company at any time during the employment period;
 - x. not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and or behalf of the Company in the normal course of business;
 - xi. carry out your duties and exercise your powers jointly with all other employees appointed by the Company to work under your direction;
 - xii. not indulge in any act, either directly or indirectly that may result in a 'cybercrime' as per applicable law or Company policy, including (i) gain or use any unauthorized access to the computer system or computer network; or (b) download, copy or extract any information or data from such system; or (c) introduce any harmful, malicious or virus or code in the Company systems.
- d. Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the client or any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.
- This covenant shall survive for a period of 24 months after the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.
- e. Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- f. Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company or its clients. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.
- g. Work hours:** The standard working hours is 9 hours per day, with flexible punch in – punch-out as per the rules and regulations of the Company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.
- You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.
- You shall be entitled to leave and other benefits as per the rules and regulations of the organization.
- h. Non-disclosure:** You undertake that you shall not use, divulge or disclose, in any manner, any confidential information including but not limited to details of the Company's manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of being the employee of

the Company, to any third party, without the prior written consent of the Company. You shall, at all times, be in compliance with the terms of any confidentiality or non-disclosure agreement between the Company and you. You understand, agree and acknowledge that your confidentiality obligations shall be perpetual.

- i. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company and its clients. Your obligation to keep such information confidential shall remain even on termination of this employment.
- j. You shall not at any time, either during your employment or thereafter, except with prior written consent from the Company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the Company or any financial matter of the Company which you may acquire during the course of your employment, or concerning the business, activity, affairs or property of the Company or its clients, vendors or subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Company, any documents belonging to the Company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your terms of employment and salary package strictly confidential and not to share any information regarding the salary to anyone except your very immediate family members or legal counsel, who would be bound by similar confidentiality restrictions.

- k. **No improper use of information of prior employees and others:** During the course of your employment with the Company, you shall not improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former employer or any other person or entity to whom you have an obligation of confidentiality, and you shall not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person or entity to whom you have an obligation of confidentiality unless consented to in writing by that former employer, person or entity.
- l. **Proprietary Rights:** You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service or made or discovered by you, either during the term of your employment or thereafter, with the Company's proprietary information, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for acquiring any intellectual property rights including but not limited to patents, licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement, so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and

all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the Company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for intellectual property rights including patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

Safe-keeping of Company's property: You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to your possessions during the course of your employment with the Company. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

- m. **Return of the Company's property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the Company or copies of confidential information, in your possession at the time of cessation of your employment with the Company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- n. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.
 You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.
- o. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliates or any other employee or business associate of the Company or the affiliates in any public or non-public communication with any customer, forum, client or member of the investment community or media or social media or in any communication.

- p. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members or legal counsel, who would be bound by similar confidentiality restrictions. The terms of this offer cum appointment letter and the conditions of employment, including salary information are confidential and cannot be disclosed to any third party, including other employees and potential employees of the Company, competitive companies or clients except with the prior written consent from your reporting officer and the human resource department of the Company. Disclosure of this information, except to immediate family or your legal counsel, would result in consideration of the withdrawal of your offer cum appointment letter or termination of employment.
- q. **Model Release :** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other from whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- r. **Enforceability:** You acknowledge and agree that any violation of any of your terms and conditions of employment may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such terms and conditions of employment, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the Company.

8. TERMINATION OF EMPLOYMENT:

- a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall

continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. Performance: Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. Absenteeism: You shall be eligible for leave based on the leave policy of the Company. If you absent yourself without pre-approved leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

- I. Return to work within 8 days from the commencement of such absence, and
- II. Give an explanation to the satisfaction of the Company regarding such absence.

d. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving 90 (ninety) days' notice in writing or payment of pro rata 90 (ninety) days' basic salary, in lieu thereof. Likewise, you may resign from employment without cause by giving 90 (ninety) days' notice in writing. However, it is hereby clarified that for purposes and duration of Probation Period, the above clause on Notice Period shall apply to your employment, subject to the exception that the references of '90 (ninety) days' in this clause shall be replaced and read as '30 (thirty) days' throughout this clause.

e. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. To the extent permissible under law, the Company can withhold the salary for the suspension period and such will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

f. Harassment: The Company considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

g. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of 3 (three) years from the date of separation in any industry or business involved in similar/competing business of our Reliance or any of its Group Companies.

h. Recovery of Payments: In the event of separation (excluding death), you shall be required to

refund to the Company, a part of Relocation Expenses amount reimbursed; in case you leave the Company within 1 year from the date of disbursement of amount, you shall refund the entire relocation expenses including joining bonus, accommodation, flight tickets etc. reimbursed to you/ borne for you.

i. **Superannuation:** You will automatically retire from the service of the Company on attaining the age of 58 years. You record and confirm that your date of birth is **07 June 2001**

j. **Co-operation following termination:** You agree that, following notice of termination, you shall cooperate fully with the Company in all matters relating to the completion of any pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate. You further agree that during and following the termination of your employment, you shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which you have any knowledge or that may relate to your employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

9. GENERAL:

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on terms and conditions stipulated by the Company from time to time. You will diligently and beneficially take part in the training and such assignments in accordance with Company policies and directives. The cost of any such training shall be borne by the Company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The Company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time. You must observe the policies that the Company and our client publish from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. Media Interaction:

i. You will not interact with the media in relation with your employment, the Company or policies of the Company - electronic, print or otherwise in India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the Company unless you have express and direct approval from the Company to interact with the media as the representative of the Company. Only persons duly authorized by the Company are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Company is prohibited.

i. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved

by the Company. These will need to be combined with cautionary statements, wherever required.

- ii. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.
 - iii. For any outside publication of books, articles or manuscripts which relate specifically to the Company or its client's business, policies and processes, you should take the approval of the Company prior to its release.
 - iv. Any violation of this clause, tantamount to a breach of the terms and conditions of employment and may result in termination of the employment.
- II. **Governing Law and Dispute Jurisdiction:** It is hereby expressly agreed and declared that this offer cum appointment letter shall be deemed to have been made at Navi Mumbai and shall be governed by and construed according to the laws of India and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Navi Mumbai.
- III. **Entire Agreement:** This offer cum appointment letter and the document referred to herein contain the entire agreement (“**Agreement**”) and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of your employment. This letter may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this letter, and signed by you and a duly authorized officer of the Company.
- IV. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- V. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- VI. **Change of address:** You will intimate in writing to the Company of any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- VII. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- VIII. **Travel:** You agree to make your own transport arrangements to and from the office location. You understand and acknowledge that it may periodically be necessary for you to travel for business in the course of your employment.
- IX. **Miscellaneous:** By entering into this Agreement, you certify and acknowledge that you have



carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that you voluntarily and knowingly enter into this Agreement. You have been provided with an opportunity to consult with your own counsel with respect to this Agreement. Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from you, against any amount payable at any time by the Company to you pursuant to this Agreement. The requirements and covenants of Clause 6 of Annexure II (*Representations and Warranties*), Clause 7 (d) of Annexure II (*Non-Solicitation*), Clause 8 (i) of Annexure II (*Non-Compete*), Clause 7 (h) of Annexure II (*Non-Disclosure*), Clause 7 (k) of Annexure II (*Proprietary Rights*), Clause 7 (o) of Annexure II (*Non-Disparagement*), Clause 9 (f) of Annexure II (*Severability*), Clause 9 (d) of Annexure II (*Governing Law and Dispute Jurisdiction*) and Clause 9 (k) of Annexure II (*Miscellaneous*) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of your employment and this Agreement with the Company.

- X. **Documentation:** Please submit the following documents, if not submitted earlier:
- i. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
 - ii. Three copies of your recent passport size photographs.
 - iii. Relieving letter & salary certificate from your last employer in case you are/were employed.
 - iv. Copy of Aadhar Card / Passport / Voter ID / License / any other document for photo identity and Pan card.
 - v. Copy of any Government Bill / Telephone Bill / Electricity Bill / Gas Bill / Bank Account Statement / Ration Card / Aadhar Card / Passport/ any other document as proof of your residence.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this Agreement is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: Saumy Sharma

Signature:

Date: 26/02/2025