

June 30, 2021

Nithya Saju

Athickal, Chemmannar,
Idukki, Kerala - 685554.

SUB: APPOINTMENT LETTER

Dear **Nithya**,

With reference to your application for employment and subsequent interview and discussions, we are pleased to issue you this Appointment Letter ("Employment Contract") to appoint you as **Accounting Services Associate I** with Conduent Business Services India LLP ("Conduent") on the following terms and conditions:

1. Compensation and Benefits

- (a) Your gross salary will be **INR 1,52,320.00 (Indian Rupees One Lakh Fifty Two Thousand Three Hundred and Twenty Only)** per annum. Your salary will be prorated and paid on a monthly basis as per the Company payroll cycle. Conduent will deduct taxes as appropriate and consistent with the Indian tax regulations from time to time. You will be responsible for your tax liabilities under applicable tax laws and regulations. Conduent may vary, amend, revise and modify the compensation and benefits mentioned under this Employment Contract/policies, including reducing the amounts and benefits offered should Conduent consider it expedient to do so.
- (b) Subject to you achieving the performance targets set forth by your reporting manager, you will be entitled to participate in a "Performance Linked Bonus Plan" upto **INR 36000 (Indian Rupees Thirty Six Thousand Only)** per annum. The details of the Bonus Plan for which you will be presently eligible will be intimated to you on you joining the LLP. Notwithstanding the foregoing, the LLP may in its sole and absolute discretion be entitled to modify or replace the Bonus Plan that you would presently be eligible to at any time during your tenure without any further notice to you.
- (c) Details of your compensation and benefits are provided as an Annexure to this Employment Contract.

2. Working Hours

Your work schedule will be provided to you by your manager/supervisor upon your joining. You may be required to work beyond the usual business working hours or in shifts as per the business requirement of Conduent.

3. Leave and Holidays

Leave including maternity leave, National and Festival holidays will be provided to you in accordance with the applicable law and Company Rules (as defined below).

4. Place or Work

Your initial place of work will be at the Conduent Business Services India LLP office located at the Vismaya 2nd Floor, Infopark, Kakkanad, Kochi - 682042. However, your services are transferable, and you may be assigned to any location in India or abroad where the Conduent or any of its affiliates, associates, subsidiaries or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

5. Probation

- (a) You will be on probation for six (6) calendar months, which may be extended by Conduent if your performance is found unsatisfactory. Your probation period will be considered completed only upon you receiving notification from Conduent.
- (b) During probation, either party may terminate this Employment Contract by giving thirty (30) days prior written notice, and Conduent also has the option to terminate your employment by paying you salary in lieu of requiring you to serve your notice period, either wholly or partially. In the event, you wish to be relieved from the services of Conduent without serving the notice period, Conduent may at its sole discretion relieve you immediately by accepting salary in lieu of notice period or refuse such request for immediate relieving, for business reasons. Notwithstanding the foregoing, Conduent may waive for you, the entire notice period or part thereof, on such terms and conditions as it deems fit.

6. Termination

- (a) Post confirmation, either party may terminate this Employment Contract by giving prior written notice of two (2) calendar months to the other party, and Conduent also has the option to terminate your employment by paying you salary in lieu of requiring you to serve your notice period, either wholly or partially. In the event, you wish to be relieved from the services of Conduent without serving the notice period, Conduent may at its sole discretion, relieve you immediately by accepting salary in lieu of notice period or refuse such request for immediate relieving, for business reasons. Notwithstanding the foregoing, Conduent may waive for you, the entire notice period or part thereof, on such terms and conditions as it deems fit.
- (b) Notwithstanding the above, Conduent reserves the right to terminate this Employment Contract with immediate effect, if you are found guilty of any misconduct, breach of any term of this Employment Contract, Company Rules or policy of Conduent or any law.
- (c) Notwithstanding any provisions to the contrary contained herein, Conduent may terminate this Employment Contract or withdraw the offer of employment with immediate effect, upon written notice to you without any further liability, if the results of your background verification/criminal and/or drug test, are unacceptable to Conduent. Without limiting the generality of the foregoing, in the event of termination of this Employment Contract by Conduent pursuant to this section, you shall not be entitled to any severance payment or benefits, including payment in lieu of notice period.
- (d) You will automatically retire on attaining the age of 58 years. You may also be retired earlier if found medically unfit to carry out the responsibilities allocated to you, by the LLP doctor.
- (e) Upon separation from Conduent, you will be required to immediately return, all assets and property (including any leased property) of Conduent including documents, files, books, papers and memos in your possession or custody.

7. Abandonment of Service

Absence for a continuous period of ten (10) days without prior approval of your manager (including overstay of leave/training), will be treated as abandonment of service.

8. Conflict of Interest

Whilst employed with Conduent:

- a) You will devote your entire time and energy in the services of Conduent and you shall not do or suffer to be done directly or indirectly anything that puts you in conflict with Conduent's

business, time or assets. In case you are or feel that you may be in a position that conflicts with this section, you will forthwith inform the HR Department of Conduent and act as per their instructions. Determination of conflict of interest shall be at the sole and absolute determination of Conduent and the decision of Conduent in this respect shall be final and binding.

- b) You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by Conduent to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your manager.
- c) Except in proper course of your employment, or, thereafter, you shall not divulge to any third party any information regarding the affairs or business matters of Conduent or information regarding its customers without prior written approval.
- d) You confirm that you have disclosed fully all of your business interests to Conduent and also agree to disclose fully and completely to Conduent, any such interests that may arise during your course of employment. This shall not only be applicable to you, but shall be applicable to your immediate family members.
- e) You shall not without the prior written consent of Conduent during the continuance of your employment be engaged or interested either directly or indirectly, with or without commercial gain, in any capacity in any trade, business, occupation or activity, which in the opinion of Conduent may hinder or otherwise interfere with the performance of your duties or which may conflict with the interests and business of Conduent. Neither shall you hold any directorship in any other Company without the prior written consent of Conduent.

9. Code of Conduct, Employee Handbook, Policies and Procedures

- (a) You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with Conduent's Business Code of Conduct, employee handbook policies and procedures ("Company Rules"). All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. and violation of Company Rules shall attract appropriate disciplinary action(s) including and up to termination of employment. Information on Company Rules is available to all employees on Conduent's intranet.
- (b) This Employment Contract read with the Company Rules as applicable to you captures the entire terms of your employment with Conduent. Conduent shall have the right to vary or modify Company Rules at any time, with due notice to employees, if required to be given by law.

10. Non-solicitation

As the services to be rendered by you on behalf of Conduent are of a special, unique and extraordinary character and given your exposure to Confidential Information of Conduent that will confer upon you a unique competitive advantage, you agree that (a) whilst you are employed by Conduent pursuant to the terms of this letter; and (b) for a period of twelve (12) months after the termination of your employment with Conduent howsoever arising, you will not, directly or indirectly, either on your behalf or on behalf of any person, without the prior written consent of Conduent, as the case may be:

- (a) Attempt in any manner to persuade any consultant, client, customer, vendor or supplier of Conduent or any other person to cease to do business with Conduent or to reduce the amount of business which such consultant, customer, vendor, client or supplier or another person has customarily done or contemplates doing with Conduent, regardless whether the relationship between Conduent and such consultant, customer, vendor, client or supplier or person was originally established, in whole or in part, through your efforts;

- (b) Employ or offer employment in any capacity to or enter into or offer to enter into association, partnership or joint venture with any person who is then in Conduent's employment or was in Conduent's employment within twelve (12) months prior to your termination of employment; or
- (c) Solicit any business or orders of any client/customer of Conduent unless such solicitations are rendered as an employee of Conduent for the benefit of Conduent, or render any services of the type usually rendered by Conduent for any such client/customer of Conduent (unless such services are rendered as an employee of Conduent), notwithstanding that the relationship between Conduent and such client/customer was originally established in whole or in part, through your part.

You acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and goodwill of Conduent. In the event of breach or threatened breach of the covenant set forth in this clause, you acknowledge that Conduent will suffer irreparable harm and therefore, Conduent will be entitled to an injunction restraining you from committing such breach and/or claim for damages. Nothing contained herein shall be construed as prohibiting Conduent from pursuing any other remedies available to it for such breach or threatened breach

11. Confidentiality

In lieu of the compensation being provided to you by Conduent, you agree to the following:

- (a) During your employment with Conduent and thereafter: (i) You shall observe utmost confidentiality and secrecy regarding Conduent's Confidential Information and act with utmost fidelity; (ii) you shall not use to the detriment or prejudice of Conduent any Confidential Information which you obtained or had access to pursuant to your employment hereunder; or (iii) except as authorized or required by your duties, you shall not disclose or reveal to any person or company any Confidential Information, nor shall you use the same for your own benefit or for the benefit of third parties.
- (b) For the purposes of this Employment Contract, "**Confidential Information**" means non-public information relating to the business, products, affairs, customers, clients, sales, techniques and finances of Conduent or its affiliates, group entities, associate entities or subsidiaries, including its intellectual property, trade secrets, processes, policies, methods, technical data, know-how, operations, manuals, internal documentation, software, source codes, application programming interfaces, UI/UX designs, business strategies etc. or any other information which is designated confidential, or is, by reasonable inference from its nature or the circumstances of its disclosure, evidently confidential. It is clarified that Confidential Information includes anything created or developed by you in the course of your employment with Conduent.
- (c) Your individual remuneration is purely a matter between yourself and Conduent and has been arrived on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time, as Personal and Confidential Information.
- (d) You shall immediately intimate Conduent in the event of any unauthorized disclosure of Confidential Information or actual or suspected loss, theft, unauthorized access, use or disclosure or any breach of confidence by any person to whom you divulged Confidential Information and shall take all reasonable steps to minimize the unauthorized disclosure and immediately return to Conduent all such information and materials, in whatsoever form, including and all copies thereof. Further, you shall also provide Conduent all reasonable assistance in connection with any proceedings which Conduent may institute against such person for breach of confidence.

12. Data Protection

- (a) You shall comply with Conduent's policies and procedures in relation to privacy and data protection as may be communicated to you from time to time. Any breach of such policies and procedures shall be treated by Conduent as a misconduct and will be dealt with in accordance with the Company Rules and applicable laws.
- (b) You consent to Conduent collecting, retaining, holding, transferring outside India and processing any personal information (including any sensitive personal data or information ("**SPDI**") as defined under the Information Technology (Reasonable Security Policies and Procedures and Sensitive Personal Data or Information) rules, 2011), both electronically and manually, in relation to you for the purpose of Conduent's administration, business, HR purposes and management as well as for other lawful purposes in connection with the Conduent's business. At all times, your SPDI shall be kept confidential and only be shared or disclosed for the above purposes or other lawful purposes.
- (c) Conduent may reach out to you for obtaining additional consents and approvals at any point in time during your employment with Conduent to enable Conduent to use your personal information. Should you choose to not provide Conduent with such additional consents and approvals, Conduent may need to alter the terms of your employment
- (d) Any change in personal information should be informed to Conduent within seven (7) working days.

13. Lay-off Event

- a) "**Layoff Event**" shall mean any event, which is beyond the control of Conduent, which it could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Employment Contract or the business of Conduent, including but without limitation:
 - (i) Natural calamities, including but not limited to floods, earthquakes, epidemic, pandemic;
 - (ii) Acts of any Government, including but not limited to declared or undeclared war, quarantines, embargoes, prohibitions; or
 - (iii) Terrorist attacks, public unrest in work area; or
 - (iv) shortage of power or raw materials, or the accumulation of stocks or the breakdown of machinery or for any other connected reason.
- b) Conduent shall have the right to suspend your services for the duration of the Layoff Event, or any part thereof, if Conduent, in good faith believes it is unable to utilize your services under the Employment Contract due to any such Layoff Event. No compensation will be paid or accrue to you for the duration of such suspension. In the event the Layoff Event continues for a period of more than three (3) months, Conduent shall hold consultation in an endeavor to find a solution to the problem, failing which the Employment Contract may be duly terminated.
- c) Conduent shall not be liable for any default or non-performance of obligations under this Employment Contract, if such default or non-performance of obligations is caused by a Layoff Event.

14. Legal Authorization

You agree and confirm that you are authorized to work in India and can provide proof of this with legal documentation. This documentation will be obtained by Conduent, for its legal records, if necessary.

15. Governing Law

The terms and conditions of this Employment Contract shall be governed by, construed and interpreted in accordance with the laws of India. Any action seeking legal or equitable relief arising out of or relating to the terms of this Employment Contract will be brought only in the courts of Bangalore, India

16. Entire Agreement

This Employment Contract, Company Rules and annexures, constitutes the entire agreement between the parties and supersedes all previous oral/written communications, representations, understanding and agreements between the parties, if any. The terms contained herein can be amended or modified at any time by Conduent and you will be duly informed in writing. Your rights set out in this Employment Contract are solely for your benefit and shall not be assignable. At the time of joining Conduent you may be required to accept and sign certain documents, including documents relating to Confidential Information and work product ownership. Such documents shall also form a part and parcel of this Employment Contract.

17. Employment Start Date

Your assignment is effective from **July 05, 2021**.

18. Documents Required

1. All Education certificates and mark sheets.
2. Two passport size photographs (to be submitted on the date of joining)
3. Relieving certificates from all previous employers
4. Last drawn Salary certificate from previous employer
5. TDS Certificate, Form 16 for current financial year (if available)
6. Experience certificates from previous employers
7. Aadhaar Card (Mandatory)
8. Proof of Identity/ Date of Birth
Copy of PAN card (Mandatory)
Copy of Passport (Mandatory)
Copy of Driving License/Ration card (if available)
Birth certificate or 10th class mark sheet (if available)
9. Address proof - copy of any one of the following (Passport / Driving License / Ration card / Aadhaar Card / Rent Lease Agreement / Mobile Bill / Bank Statement / Bank Passbook)

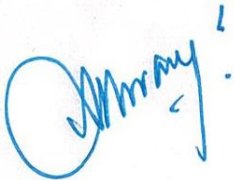
19. Acceptance

To accept this Employment Contract, please fill up the attached form and return it to us immediately. If we do not receive your acceptance one (1) week from the date of receipt of this Employment Contract, this Employment Contract shall stand revoked, unless Conduent decides otherwise.

We look forward to your commencing work with the Conduent, and to your being part of the Conduent Business Services India LLP family.

Yours Sincerely,

With Warm Regards,
For Conduent Business Services India LLP,



Anitus Niranja
Director - Human Resources

DECLARATION

I accept the appointment on the terms and conditions contained in this Employment Contract and annexures, and other conditions and service rules as applicable to the employees of Conduent from time to time and I shall be joining the services of Conduent, no later than **July 05, 2021**

[Signature]

Place: _____
Date: _____

Accepted
Signature (_____)
Name: _____