

11/14/2023

Ishika Singh,

Plot no 22, flat no C2, kailashpuram, Govindpuram, Ghaziabad 201013

LETTER OF APPOINTMENT

Dear Ishika,

Congratulations! We have pleasure in making an offer to you for the post of *Customer Care Collections Sr. Rep. - Noida.* We expect you to join the company on or before **11/17/2023**. You will be a part of the **NTT DATA Information Processing Services Private Limited**, ("NTT DATA") legal entity.

Your total potential compensation inclusive of all benefits will be approximately INR **383862** (as detailed in annexure A) of which your fixed compensation is INR **295000** subject to applicable tax deduction.

We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best work environment and facilities that allows them to deliver results to their full potential. You can look forward to the same when you join us!

The other terms & conditions of your service are attached in the annexures.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating to realize your potential.

Please sign the duplicate copy of this letter and return it to us as a token of your acceptance of the terms and conditions of employment offered to you. You can hand this over to the relevant authority on the day of joining.

Regards, **Sejal Agarwal**

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	Annexure - A						
	Compensation and Benefits						
Name	Ishika Singh						
Designation	Customer Care Collections Sr. Rep.	Grade	3				
Joining Date	11/17/2023	Location	Noida				
	Fixed Compensation (A)						
Group 1		Monthly (₹)	Annual (₹)				
Basic Salary		₹ 9833	₹ 118000				
Group 2 (Allow	wances)						
The Flexible Co	ompensation Plan (FCP) includes:						
. House Rent Allowance		₹ 13097	₹ 157167				
. Leave Travel Allowance							
. Children Education Allowance							
. Children Hostel Allowance							
. Professional Development Allowance							
 Meal Pass National Pension Scheme Fuel & Maintenance* 							
				. Special Allo	owance		
				Group 3 (Retir	als)		
Provident Fund (12% of Basic Salary) Employer's Contribution		₹ 1180	₹ 14160				
Gratuity (4.8% of Basic Salary as per the provisions of the payment of Gratuity Act 1972).		₹ 473	₹ 5673				
Total Fixed Compensation (Group 1 +Group 2+Group 3)		₹ 24583	₹ 295000				
Variable Compensation (B)		BIP					
Annual potential discretionary variable incentive**		Min	Maximum				
		0%	7.00%				
		₹-	₹ 19262				
Annual earning potential including fixed compensation		₹ 295000	₹ 314262				
	Additional Benefits (C)	Min	Maximum				
Employer Contribution towards Employee Health Insurance (GMC)***		₹ 800	₹ 9600				
Remote working allowance****		₹ 800	₹ 9600				
Conveyance Allowance****		₹-	₹ 50400				
Conveyance A	llowance^^^^		1 00400				
Conveyance A Annual total b		₹ 19200	₹ 69600				

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Variable Pay

Additionally, you will be eligible for a discretionary variable incentive pay in accordance with the terms and conditions of the applicable plan assigned to you based on your job and business unit.

***PF Contribution:** if your basic salary is less than INR 15,000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the Special Allowance will be considered up to the extent of INR 15,000 per month. If your basic salary is INR 15,000 or more, the PF contribution will be calculated on Basic Salary only.

*Fuel and Maintenance

You can claim Fuel and Maintenance reimbursement as per the government guidelines. This will be derived from the existing Special Allowance component. The reimbursement is applicable only for four wheelers. Unclaimed Allowance will be taxed and paid as Special Allowance.

*Employer Contribution towards Employee Health Insurance (GMC)

There is no reimbursement of amount as this is a benefit provided by the Company to its employees and the premium payable towards the insurance will be borne by the Company which is subject to change year on year. Benefits under this Insurance Policy will be as per the rules of the insurance company.

*Remote working allowance

This is applicable only for employees up to grade 11 where Company at its sole discretion allows or requires certain employees to work remotely on a formal basis and if the position is conducive to such an arrangement." Please note that only your total fixed compensation will be visible in our internal navigator system and the variable/additional benefits will be as per the company policy/program.

*Shift Allowance

Based on the business requirements, you may be required to work in shifts. Depending on the role and the shift timings you will be eligible for the shift allowance as mentioned in Annexure A. This amount is dependent on location, shift timings as appropriate and as per eligibility.

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Medical and Insurance Benefits

Hospitalization Insurance

You are covered under the Group Hospitalization Insurance Policy which covers self and eligible dependents for a maximum benefit of **Rs.5,00,000**.

Personal Accident Insurance

You are covered under the **Personal Accident Insurance** for self as per Company policy.

Group Life Insurance Scheme

You are covered under the **Group Life Insurance** for self as per Company policy.

Other Benefits

Discretionary Advance against Salary

On confirmation, you will be eligible for discretionary salary advance up to a maximum of six (6) months basic salary for taking care of any medical emergencies for self and family members, as per the Company policy.

House Deposit Advance

You are eligible for house deposit / advance up to a maximum of 10 months' rent or 6 months HRA or actual advance payment whichever is lower, as per the Company policy.

Salary Advance

On confirmation, you will be eligible for salary advance up to a maximum of one (1) month gross salary for taking care of any personal emergencies for self, as per Company policy.

****Commute Allowance**

Eligible BPO Employees commuting on their own will be provided a fixed allowance as per the policy ("Commuting Allowance") based on their work location, irrespective of the location/area that the eligible BPO Employee is commuting from.

The above is subject to the policies of the Company, as applicable to change from time to time.

Yours sincerely, FOR NTT DATA Information Processing Services Private Limited

DocuSigned by: Monika Cyril

MONIKA CYRIL ASSOCIATE DIRECTOR - TALENT ACQUISITION

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<u> Annexure – 1</u>

Other TERMS AND CONDITIONS OF EMPLOYMENT

- Your total compensation and benefits will be as per the enclosure. All the tax liabilities on the entire compensation, at present or in the future, shall be borne by you. The compensation is at a cost to company basis.
- You will be on probation during the first six (6) months of your joining the Company. You would be confirmed in the services of the Company based on your performance review at the end of the probation period. In case your performance is found to be unsatisfactory, your services are liable to be terminated or your probation period might be extended as per the discretion of the Management.
- Training: The Company may also send you to a location of its choice for occupancy or to any location
 abroad for the purpose of specific skills training relevant to your employment with the Company. If your
 employment with the Company ends for any reason within the first twelve (12) months of the company
 sending you abroad for specific skills training, you will be required to repay to the Company, all the costs
 paid to you or incurred on your behalf for this training.
- Your employment is contingent on the successful completion of mandatory training as per the Company's parameters and requirements as communicated to you.
- Your role, duties and responsibilities will be as assigned to you from time to time by your assigned supervisor(s) as authorized by the Company. You agree to serve the Company faithfully and perform such duties as may be entrusted by your assigned supervisor(s) as authorized by the Company from time to time.
- Transfer to Other Locations: Your services may be transferred to any one four Associate/Group companies or Units in India or Overseas to carry out any assignment arising out of the Company's business including transfers to any of its offices (or locations of its customers) in India or abroad on terms and conditions as applicable to such transfers. If this results in a change of your service conditions, the Company will issue you a prior communication of the same.
- During the term of your employment you agree to devote your entire energy, full and undivided attention
 exclusively to provide services to the Company/ its clients and commit that you will not represent, handle
 or otherwise undertake any other business activity, it being clearly understood that you will devote your
 full working time exclusively to the Company's work and business. You will not carry on, without prior
 permission in writing, any lecturing or any business, either alone or in partnership, or be directly or
 indirectly employed or be concerned with any business, trade or profession whatsoever as a principal or
 an agent or otherwise, take up any office or place/ position of profit or serve any other company as an

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agent/ partner/ employee or in any other capacity during the term of your employment with the Company. Breach of this condition shall lead to immediate termination of your services by the Company without any notice or compensation.

- You agree and represent to the Company that you are not subject to any other existing contract, which would affect or impede your ability to perform in accordance with this letter.
- This agreement may be terminated by providing a notice in writing on either side or salary in lieu of such notice. As per the Company's current policy, the notice period is 30 days for employees on probation and 60 days for employees who have been confirmed in your Salary Grade. Your relieving from the services, however, depends on the satisfactory completion of any assignment(s) you are working on during the said notice period and the completion of hand over formalities as defined by your supervisor. Please bear in mind that the Company's policies (including the one pertaining to notice period / separation) are subject to changes from time to time and you will be communicated of those changes in a timely manner.
- The Company, at its discretion can waive the applicable notice and relieve you immediately upon paying you the base salary in lieu of the said notice period or can ask you to continue in service during the period of notice and need not necessarily accept salary in lieu of notice from you. The Company may, however, terminate your services without any notice or compensation in the event of:
 - Your remaining absent from work without authorization or reasonable explanation for more than three (3) consecutive days. It would be considered as voluntary abandonment of duties and your name would be struck off from the rolls. Further, you will be liable to pay the Company, including without limiting, an amount in lieu of the notice period.
 - Incompleteness of documents or misrepresentation of facts provided during the hiring process. Further, in addition to termination without any notice or compensation, the Company shall have the right to claim from you the damages equal to the amount spent by the Company in recruiting you and for conducting your background verification. You agree that the damages are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.
 - Further, in addition to termination without any notice or compensation, the Company shall have the right to claim from you the damages equal to the amount spent by the Company in recruiting you and for conducting your background verification. You agree that the damages are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.
 - Any breach or refusal to carry out your duties or responsibilities or refusal to carry out tasks assigned to you by those in authority.

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- Any reasonable suspicion of misconduct, disloyalty, commission/omission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- Any time during your probation period, if the Company has suspicion regarding your candidature, Company, at its discretion can enquire further details, and reserves the right to ask your participation in additional interviews.
- It is hereby agreed by and between the parties that in case you leave the services of the Company out
 of your own will without serving on the Company the prescribed written notice or salary in lieu thereof,
 the same shall constitute a substantial breach. In such event, you agree that all sums advanced or to be
 advanced hereafter or paid or otherwise expended on your behalf or on your account and any other
 expenses lawfully incurred by the Company in connection with your probation/ training/ employment shall
 be paid back by you to the Company.
- Upon joining the Company, you shall enter into the confidentiality undertaking as a condition of your employment hereunder. Upon the termination of your employment, you will return to the Company all papers, notes, records, documents and other properties that was used created or controlled by you or happened to come across or become known to you during your tenure of service relating to the business or affairs of the Company or any of its associates or branches or their clients and will not retain any copies or extracts of the same.
- You will be entitled to leave and other fringe benefits as per the policies of the Company that may be in effect from time to time.
- The Company is a member under the Provident Fund scheme and registered under the Employee Provident Funds and Miscellaneous Provisions Act, 1952. You will be required to be a member of the Provident Fund scheme subject to the act and rules.
- You hereby give your consent for carrying out background verification which may include education, past employment, criminal background check, pending litigation, medical test and any other verifications as may be required by the Company or its clients from time to time.
- This appointment is subject to:
 - You furnishing the Company with a relieving letter as requested on or before the date of joining from all your previous employers including your most recent employer.
 - The Company receiving satisfactory reports from all references cited in your application.
 - The Company receiving satisfactory reports on your background verification (By signing a copy of this letter you authorize the Company to appoint an agency of its choice to conduct such verification). The Company may carry out background verification either at the time of your

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joining or anytime as and when you are being seconded to its clients. In the event of your background verification being negative, the Company shall have the right at its sole discretion to initiate appropriate action including termination of your employment.

- The Company has a Zero Tolerance policy towards unethical behavior:
 - If it comes to the notice of the Company at any time that any of the details provided by you is false, the Company reserves the right to terminate your services with immediate effect without paying any salary in lieu of the notice period.
 - Your conduct at all time should reflect observance of the national and local laws and the rules and regulations of the Company that are in effect. These may change from time to time and you have a duty to be in step with the changes. In all dealings with the Company and its clients and their organizations, the highest standards of propriety and integrity will be expected of you.
 - At any time during your employment the Company, in its sole discretion, may require you to work remotely either temporary or on permanent basis in accordance with the Company's policy effective 1st September 2020. In such cases the employees are expected to have a suitable remote work area.
- The Company reserves the right to depute / transfer your services to any other location or group company in consistence with the Company's interest.
- You covenant and agree that for a period of one (1) year following your resignation, relieving, retrenchment or termination of your employment for any reason whatsoever, you shall not directly or indirectly do any of the following:
 - Solicit or accept any business from a person, firm or corporation that is a customer of the Company during the term of your employment with the Company.
 - Solicit or accept any business from any person, firm or corporation that is prospective customer of the Company with whom you had any dealings on the Company's behalf during the term of your employment with the Company.
 - Communicate with any customers of the Company or communicate with any employee of the Company with the effect of enticing or attempting to entice any employee away from the Company.
- Any delay or nonperformance of any of the provisions of this letter, to the extent caused by the condition beyond the control of the Company, including strike, lockouts, work stoppages (including industrial action of any kind which requires the Company and you to accept the terms of settlement) which the Company considers unacceptable to the business ("Force Majeure Event") shall not constitute breach of this letter

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and the time for performance of such provision, if any, shall be deemed to be extended, for a period equal to the duration of the conditions preventing performance. However, Force Majeure Event shall not include:

- Any event which is caused by the negligence or is intentional of any party to this letter.
- Insufficiency of funds.
- The Company affected by an event of Force Majeure Event shall communicate to you of such event as soon as possible and in any not later than fourteen (14) days, following the occurrence of such event and will take all reasonable steps to mitigate the effects thereof.
- When the Force Majeure Event ceases, the parties shall resume their responsibilities under the terms of this letter within seven (7) working days, or, if the same is not possible within the said time period, then as soon as reasonably and commercially possible.
- In the event that a Force Majeure event materially frustrates this letter and has prevented, or if the Company reasonably believes that such event occurred to prevent, timely performance hereunder for a period of more than one (1) month, then the Company may temporarily take reasonable steps to mitigate its potential damage, including procurement of services from such other sources as will be satisfactory to meet the Company's requirement for the period of the Force Majeure Event. If a Force Majeure Event materially frustrates this letter and if the parties are unable to perform due to a Force Majeure Event for more than two (2) months, either party may terminate this letter without any further obligation, provided however, that any outstanding amounts are paid by the Company to you and vice-versa.
- The Company will collect and process certain personal information in relation to your employment with the Company. You hereby acknowledge and consent to the collection, use, storage and processing of your personal information, including Sensitive Information, for the purpose of administering your employment with the Company, including for the purposes of administering employment related benefits, maintaining employee records, and conducting background verification and performance reviews. You also agree and consent to the transfer or disclosure of your personal information and Sensitive Information to the Company's affiliates, parents, and third-party service providers. You acknowledge and accept that these recipients may be located within or outside of India, in a country which may have different data privacy laws applicable. The term 'Sensitive Information' means and includes such personal information that relates to your passwords, physical, physiological or mental health condition, sexual orientation, medical records, financial information and biometric information. You hereby consent to the processing of your personal information in the manner described above, whether by the Company or any service provider on behalf of the Company."
- You declare that you have not suffered or are suffering from any mental disease/ deficiency/ disorder and also declare that you are having sound physical and mental health to work with the Company.

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- You declare that you have not been convicted by any civil or criminal courts of law in India/ abroad.
- You shall maintain a high level of ethics and code of conduct for a good and professional relationship at your workplace. While on overseas deputation, as a representative of the Company, it is your moral responsibility to ensure that the image and reputation of the Company is not tarnished by your personal conduct.
- If you breach any of the restrictions imposed herein, you agree to be liable for payment of estimated liquidated damages as may be determined by this letter.
- You are required to join the Company on or before your start date failing which, the Company at its sole discretion reserves the right to revoke the offer made to you.
- You shall retire on the attainment of sixty-two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.
- You will be governed by the statutory regulations / provisions and the laws and policies of the Company applicable to your position, which may be framed from time to time.
- The agreement shall be construed in accordance with the laws of India. The parties agree to subject themselves to the jurisdiction of competent courts at Bangalore alone to try and adjudicate upon any matter concerning this agreement.
- Any change in the above address of either you or the Company's shall be duly informed to the other party by the party whose address has changed within a period of seven (7) days from such change.
- If no change has been intimated or received, the address mentioned above shall be deemed to be the address of the concerned parties.

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Annexure – 2

WORK FROM HOME CONDITIONS UNDERTAKING

Pursuant to my acceptance of the role as per the general terms and conditions and compensation mentioned in the Appointment Letter, I acknowledge that my employment is subject to the conditions as stated in this Annexure 2.

Under the prevailing circumstances of the pandemic spread of COVID-19, in order for the Company to ensure the safety and wellbeing of its employees and their families, clients, visitors and the general public, the Company is recommending that employees shall Work from Home (WFH) where possible.

I clearly understand the work from home dynamics as explained to me during the interview process and at the time of explaining the offer and I agree to abide by the below provisions without any exception.

I also understand that my failure to follow any one or more of the provisions mentioned in this undertaking either completely or there in part, may lead to disciplinary action against me and may also lead to termination of employment.

I Agree:

- To make my workspace at home comfortable and ergonomic to comply with continued working hours.
- To arrange for a backup facility for electricity failure to allow uninterrupted power during my scheduled working hours.
- To be physically present at the location of work as required for collection of IT Assets on the date of joining or as advised by the Company. This will be basis of applicable lockdown conditions prevalent at the said time.
- To have sustainable high-speed internet board band connection (DSL/Cable/Fiber) to comply with the
 remote work from home conditions as per terms of the offer letter. Mobile phone hotspot, Wi-Fi Dongle
 will not be considered as high-speed broad band internet. I will arrange to have required internet facility
 available at my home in case of work from home prior to my date of joining the Company. The Company
 may, as per the applicable policy, provide me with the necessary computing system and other equipment
 ("Equipment") to perform work while working remotely. Provided however, where permitted by the
 Company to so do so, I agree to use my personal mobile phone/Tablet/Laptop/ Desktop for video

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conference calls during trainings and/or business meetings and other work-related matters, for a temporary period until the Company provides me with a computing system.

- In any event, I will have to travel to my base office location at the time of my IT asset allocation in case I am authorized to work from home and shall ensure that I have followed the relevant approval protocol.
- If provided, the Equipment will continue to be the property of the Company and I will be using the same for business purposes only. I will be responsible for the care of the Equipment provided by Company and keep it in good performing order for the purposes of remote working requirement.
- I will also be responsible for protecting the Equipment and its contents.
- I shall take all necessary precautions to secure the Equipment and shall be responsible for a loss / Damage of the Equipment. I will use the Equipment only to perform my ongoing duties to the Company and the Company's clients, and in accordance with applicable policies of the Company while working remotely.
- I acknowledge and agree that I shall comply with all the Policies of the Company during the time of my employment and shall also comply with the NTT DATA Code of Business Conduct ("COBC") including without limitation to information security policies, requirements and guidelines, including any changes to security and configuration requirements of the Official Asset. I further confirm that I shall use the Equipment in compliance with all applicable laws, including but not limited to the Telecom Regulations Authority of India.
- I acknowledge and agree that I continue to be bound by the terms of my employment and will strictly abide by the confidentiality and data privacy obligations undertaken by me as a condition of my employment with the Company, which also aims at protecting confidential information of the Company and Company's customers and clients.
- I will take strict measures in order to ensure that all of Company's and Company's customer personal and/or sensitive data that I may have access to, remain protected against any unauthorized access or disclosure.
- I further agree that I shall comply with the instructions provided in Exhibit A below regarding the use of the Equipment.
- I further understand and confirm that any breach of Company policies or applicable client policies will lead to appropriate disciplinary action against me including and up to termination of my employment.

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Specifically, with respect to working from home, I shall:

- a. Enter time in Synergy, if applicable, as per the hours worked in actual and in line with timesheet guidelines
- b. Use a secure network for performing official work.
- c. Make best efforts to ensure that there is no negative impact to productivity or quality of work during the course of my employment.
- d. Deliver expected work outcomes within specified working hours span and will follow training and operating procedures strictly.
- e. Continue to comply with the Code of Business Conduct, Company's Information Security Policy and the highest safety standards.
- f. Share phone/mobile numbers used to perform official duties with my manager and team members so I may be reached by my team and stakeholders easily during working hours.
- g. Be available for all meetings via phone/Zoom/Microsoft Teams etc.
- h. Ensure the protection of proprietary and confidential Company and client information accessible from my workspace while working from home, in accordance with Company policy and applicable law.
- i. Immediately report any health and safety and any other risks in the home-based worksite to my supervisor.
- I will be responsible to bear all costs related to repair or replace any breakage/damage to companyprovided Equipment like laptops/Desktop/monitors/LCD Screen and/or power/electrical devices like UPS/power adapter /cables provided by the Company. Such costs will by default be deducted from my monthly salary.
- If working remotely, when so required, I will make myself available for on-site meetings or training from time to time as required by Company. I will take all preapprovals that may be required before entering any Company premises.
- I will follow all statutory, health, and safety protocols as part of guidelines laid down by the government and the local authorities enacted by my Company when asked to return to office.

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- I will have to complete the required working hours as per terms agreed in the offer and if for any person reason, I take a break, I will have to intimate about the same to my manager and take my managers approval.
- I have to maintain normal productivity and make myself available during the regular working hours.
- I will have to commit and achieve hourly/daily/monthly productivity and quality targets assigned to me.
- I will not work for anyone other than NTT DATA during the course of my employment and I will not undertake non-work-related activities during my working hours.
- I will coordinate about my work schedule with my Hard-Line Manager and will be responsible for keeping my Hard-Line Manager and team informed about the status of my work.
- I hereby consent to comply with all the provisions of the work from home policy shared by Company and I further state that it will be my responsibility to abide by all the above-mentioned requirements by the Company.

I also understand that on any failure to comply with the above-mentioned actions, the Company is entitled to initiate appropriate action as per Company Policy including rescinding the employment contract and in such instance my contract of employment will stand terminated with immediate effect on the date of such communication by the company.

I am aware and accept that the termination on such situation would be on account of my noncompliance as per the conditions of the offer letter. I also understand that I will not be entitled to any notice period pay out on account of the termination related to the matters mentioned in the undertaking.

Company reserves its right to initiate appropriate action against me in terms of the Offer Letter Employment Agreement and the policy of the Company including termination of my employment and I have hereby provided my consent to the same.

I further undertake and agree to indemnify and keep indemnified the Company for any loss, damages, claims, expenses, etc. that the Company may incur at any time now or during the future, and any other claims that may arise against the Company by any third party in relation to the above.

I confirm that I have given this Undertaking with my free will and consent and without coercion or duress.

I confirm that the terms and conditions detailed in this Undertaking are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.

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Acceptance

In accepting employment with NTT DATA Global Delivery Services Private Limited, I hereby agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

Name & Signature:

Date: November 14, 2023 | 4:20 AM CST



RETURN THIS FORM WITH THE SIGNED OFFER LETTER For any questions on your offer, please contact **Sejal Agarwal**

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