

**Date: 19-Nov-2019**

**Ms Mitali Bhingarde,  
2 104 N G Vihar Opp Laxmi Park  
P L Deshpande Mar Shastri Nagar Thane  
MUMBAI-400606.**

**Subject: Employment Letter**

**Dear Mitali,**

We are pleased to inform that you have been selected for employment with **Syntel Private Ltd** as **Officer KPO ( E0)**. Your total emoluments are **Rs. 185000/-** per annum and are described in "Annexure A". Your salary/emoluments shall be kept strictly confidential and you shall not disclose the same to any third party.

The Company is fully entitled to place you at any of its location/affiliates in India or abroad or at the Company's customer location within India or outside India as the Company deems appropriate based on its business requirements. You shall also be subject to any transfer by the Company on a temporary or permanent basis to other job functions, departments and/or locations or any affiliates of the Group Company, based on the Company's business requirements. Any rejection or non-acceptance by you shall be deemed to be a breach of the Terms of Employment agreement and shall be subject to disciplinary action including but not limited to termination of employment by the Company. While every attempt would be made to give you reasonable advance notice of such transfer, however in case of emergency such transfers may be made effective immediately

You will be on probation for a period of 6 months from the date of commencement of your service, which may be further extended at the sole discretion of the Company. If your standard of performance, attendance or conduct is unsatisfactory at any time during the probation period, then you may be dismissed with or without reference to our disciplinary procedure as may be applicable. Further your employment with the company is subject to termination if you fail to meet up with the necessary training requirements for the project allocated to you.

Either party can terminate this Employment Letter (Employment Agreement) by providing a written notice period to the other party. Payment of basic pay in lieu of such notice, to the other party, will be at the sole discretion of the Company. The notice period shall be 30 days during probation period and 45 days on confirmation. The waiver of Notice period, if any, will be at the final discretion of the Company.

Your retention in Company's employment will be subject to your being found and remaining medically (physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination as and when considered necessary.

The company shall conduct reference checks, background checks and/or drug test before your date of joining with the company through a third party agency at its sole discretion to verify and authenticate details and documents furnished by you to the company. This offer is subject to your satisfactory completion of all the above verification made by the company. The company also reserves the rights to ask you to furnish additional documentation or supporting information in this regard, as and when considered necessary. Background verification includes but is not limited to verification of your employment history and qualifications. The company reserves the right to make suitable formal/informal checks with the educational institutions and your former employers at its own discretion and you shall be deemed to have consented the company to do so. Company reserves the right to withdraw this offer of employment or terminate your employment if the result of any background screening check (which may be conducted at any time prior to or during your employment) or any act on your part which demonstrates (at the discretion of the Company) that you will not be able to carry out the inherent requirements of your employment to the Company's standards of integrity and professionalism.

The terms and conditions of the employment are listed in "Annexure B".

You are requested to report to duty in our office on **20-Nov-2019**, at **9.30 am** at the following address: **2nd Floor, Building No 4, Raheja Mindspace Nr Airoli Railway Station, Airoli, Navi Mumbai 400708, failing which this employment offer shall be considered null and void.**

Please return the acceptance copy (Annexure C) after affixing your full signature in token of your formal acceptance of the terms and conditions of employment offered herein.

We take this opportunity to welcome you to Company and look forward to a very fruitful association with you.

Yours sincerely,  
**For Syntel Private Ltd,**



**Adarsh Krishna  
Head - Global Recruitment Cell**

Encl: Annexure A – Remuneration Details; Annexure B – Terms and Conditions of Employment Annexure C - Acceptance Copy.

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**I accept the employment offer on the stipulated terms and conditions (including Annexure A and B) and shall join the Company**  
on \_\_\_\_\_ **Date & Signature** \_\_\_\_\_.

**Annexure A – Remuneration Details**

**Name: Ms Mitali Bhingarde**

**Designation: Officer KPO**

**Grade: E0**

Compensation Components	Monthly (Rs.)	Annual (Rs.)
<b>Salary &amp; Allowances</b>		
Basic Salary	5927	71120
House Rent Allowance	2963	35560
Bonus	2400	28800
Special Allowance	2192	26304
Conveyance Allowance	600	7200
<b>Total Salary &amp; Allowances (A)</b>	<b>14082</b>	<b>168984</b>
<b>Company's Contribution to Provident Fund (PF) (B)</b>	<b>1335</b>	<b>16016</b>
<b>Total Cost to Company (CTC) C = (A+B)</b>	<b>15417</b>	<b>185000</b>

**Notes:**

- (1) Bonus amount is currently paid on monthly basis and is adjustable against any liability, statutory or otherwise that may arise in the future. The frequency of payment of "Bonus" Component is subject to further modification as per Management Discretion.
- (2) Company's Contribution to PF is @12% and is calculated on the sum of Basic Salary, Special Allowance, Transport Allowance & Bonus or Rs. 1800/- per month whichever is lower.
- (3) The Salary / allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income Tax Laws.
- (4) All payments would be as per company rules & regulations and administrative procedures / regulations. Individual components and amounts against each component may undergo modification from time to time depending on statutory regulations.
- (5) As per the Company policy, you will be covered under a company provided Medical Insurance.



**Adarsh Krishna**  
**Head - Global Recruitment Cell**

## **Annexure B – Terms and Conditions**

### **1.0 Work Related:**

1.1 The Employee shall devote his/her full time to the work of Syntel Private Limited, (hereinafter referred to as "Company"), and shall not undertake any other direct / indirect business/work/assignment etc. even on part-time basis whether honorary or remunerative, except with the prior written permission of the Company.

1.2 The appointment is being made in good faith on the basis of the Employee's resume and other information as provided by the Employee during the course of interview and mutual discussions. Company reserves the right to make suitable formal/ informal checks with educational institutions and previous employers of the Employee as may be applicable. The Employee is requested to produce all the documents as mentioned in the checklist attached on their date of joining. Any discrepancy in the information/ data provided by the Employee shall result in the termination of employment forthwith and the Employee shall indemnify the Company in full, for any losses suffered by the Company.

1.3 The Employee's designation is merely indicative of the responsibilities, which he/ she is required to carry out. Company shall be entitled to require the Employee, at any time, to perform any other administrative, managerial, supervisory, and/ or other functions and the Employee will be bound to carry out such functions by using his/her best efforts and, act in good faith and in the best interests of the Company.

1.4 The Employee will retire from the Company services on reaching the age of 60 (sixty) years or earlier if found medically unfit. The age or date of birth already given by the Employee in his/her application form would be treated as binding and final. The actual date of retirement shall be the last date of the calendar month in which the Employee was born.

1.5 The Employee shall not accept any presents, commissions or any kind of gratification in cash or kind from any person, party, firm or company having dealings with the Company or Company's group of companies and if the Employee is offered the Employee shall report the same immediately to the Company.

1.6 The Employee shall maintain and keep in his/her safe custody such books, registers, documents and other papers as may be issued to him/ her or may come in the Employee's possession and shall return the same when required by the Company.

1.7 The Employee will comply with all rules, regulations and procedures including service rules, practices, policies, etc. established by the Company as may be communicated from time to time, which are subject to modifications at the sole discretion of the Company. The Employee shall be bound by the same.

### **2.0 Location**

The Company is fully entitled to place you at any of its location/affiliates in India or abroad or at the Company's customer location within India or outside India as the Company deems appropriate based on its business requirements. You shall also be subject to any transfer by the Company on a temporary or permanent basis to other job functions, departments and/or locations or any affiliates of the Group Company, based on the Company's business requirements. Any rejection or non-acceptance by you shall be deemed to be a breach of the Terms of Employment agreement and shall be subject to disciplinary action including but not limited to termination of employment by the Company. While every attempt would be made to give you reasonable advance notice of such transfer, however in case of emergency such transfers may be made effective immediately

### **3.0 Entitlement to Work**

Procurement and timely renewal of relevant work permit in India shall solely be your responsibility and the Company shall render reasonable assistance and support on documents that you may require for this purpose. Your employment is subject to and conditional on you being legally entitled to live and work (for the Company) in India. You undertake to notify the Company immediately if You cease to be so entitled, in which event Your employment shall be deemed terminated and no compensation (with the exception of statutory dues payable, if any) shall be payable to You by the Company. The Company shall not be responsible for any liability whatsoever arising thereof.

#### **4.0 Integrity and Professionalism**

4.1 The company shall conduct reference checks, background checks and/or drug test before your date of joining with the company through a third party agency at its sole discretion to verify and authenticate details and documents furnished by you to the company. This offer is subject to your satisfactory completion of all the above verification made by the company. The company also reserves the rights to ask you to furnish additional documentation or supporting information in this regard, as and when considered necessary. Background verification includes but is not limited to verification of your employment history and qualifications. The company reserves the right to make suitable formal/informal checks with the educational institutions and your former employers at its own discretion and you shall be deemed to have consented the company to do so. Company reserves the right to withdraw this offer of employment or terminate your employment if the result of any background screening check (which may be conducted at any time prior to or during your employment) or any act on your part which demonstrates (at the discretion of the Company) that you will not be able to carry out the inherent requirements of your employment to the Company's standards of integrity and professionalism.

Your retention in Company's employment will be subject to your continued medical fitness. Company reserves the right to ask you to undergo background verification/ medical examination if and when considered necessary.

#### **5.0 Former Employer**

5.1 In the event of You becoming party to any proceeding/(s) brought by any former employer at any time during or after Your employment with the Company, You recognize and agree that You shall have full and sole responsibility of responding to such action or proceeding and that the Company shall have no responsibility to participate in Your response to such action or proceeding whether at Your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of Atos Syntel group of companies or its directors, officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

5.2 You have represented to the Company that You are not subject to party to any restrictive covenant, non-compete, non-solicitation, intellectual property, or confidentiality agreement or any other agreement that would limit or restrict Your scope and ability to work in any way for the Company or any member of the Company's group of Companies.

5.3 You have represented that you are not bound by any previous agreement in any way whatsoever from your previous employment that would limit or restrict your scope of ability to work in any way for the Company or Company's group of Companies. In the event of you having any obligation binding from your previous employer, you undertake to declare and hold the Company harmless and not responsible thereby releasing the Company from any such dispute related to your previous employment.

5.4 In case of any breach or misrepresentation on Your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified by You in respect of any litigation/proceedings that the Company or any member of Company's group of Companies may have to face on account of your breach or misrepresentation as above.

#### **6.0 Data Protection**

6.1 The Company may be required to process, transfer and store your personal and sensitive data in any of the other locations of the Company or any member of the Company's group of companies that may not be your home location (including amongst others, transfers of your health information to another office of the Company) for inclusion in our central HR system.

6.2 By signing this contract, you acknowledge and agree that we are permitted to collect and hold personal data about you as part of our personnel and other business records and that the Company may use such information for the purpose of conducting

background checks, administering your employment and other purposes directly related to your employment.

6.3 You agree that we may disclose such data to third parties in the event that such disclosure is in our view required for the proper administration of your employment and other matters directly related to your employment. This clause applies to information held, used or disclosed in any medium.

6.4 For further information, please refer to the Information Security Policy, which is available on the Company's internal portal.

### **7.0 Return of Property**

7.1 When Your employment ends (or earlier on demand by the Company) you are required to return all Confidential Information, and all the Company property and equipment in an acceptable condition.

7.2 Subject to any written regulations issued by the Company which may be applicable, neither You nor any member of Your family, nor any company or business entity in which You or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by You on behalf of the Company and/or any member of Company's group of companies and if you, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit You will forthwith account to the Company or the relevant member of Company's group of companies for the amount received or the value of the benefit so obtained

### **8.0 Conflict of Interest**

You undertake and agree to mention that you would conduct yourself with the highest standards of integrity, honesty and fairness to avoid any conflict between your personal interests and the interests of the Company. You further state that you do and would not have any direct or indirect interest in a competitor, customer/client or vendor/supplier of the Company or to any member of Company's group of companies to the extent or nature that it affects, or appears to affect, your responsibilities to the Company. The interest shall also apply in the manner of seeking or accepting any form of benefit, gift, privilege, financial interest, employment with or become directly or indirectly involved as an independent contractor, consultant or otherwise with any competitor/client/vendor of the Company or any member of Company's group of companies. You shall not personally take advantage of a business opportunity rightfully belonging to the Company or any member of Company's group of companies or derive personal profit, gain or advantage (other than rightful compensation from the Company) as a result of any transaction undertaken on behalf of the Company or any member of Company's group of companies.

### **9.0 Policies and Procedures**

9.1 The Company has adopted a number of employment and business policies and procedures. You must comply with the Company's policies and procedures (as amended, removed or replaced from time to time), including the Code of Conduct and or the employee handbook. You will have access to all of the Company policies and procedures including the Code of Conduct, on the Company's internal portal site. You must familiarize yourself with them and you agree to be bound by them as applicable from time to time. No separate agreement is required for you to be bound by such policies and procedures from time to time.

9.2 We reserve the right to change existing policies and procedures or introduce new ones from time to time. Information about new policies and procedures or changes to existing ones including the Code of Conduct will be communicated through the Company's internal portal and/or employee communications.

9.3 Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the Company's policies and procedures up to and including dismissal.

**9.4** You also declare that You have not been convicted nor pleaded guilty for violating any central, state or local law, regulation or ordinance nor has any criminal charges presently pending before any court of law.

**9.5** You understand and agree that you will not involve/make the Company and/or any member of Company's group of companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which

is personal to you. You also agree and undertake to keep the Company and/or any member of Company's group of companies indemnified at all times should the Company and/or any member of Company's group of companies suffers or incurs any damages and expenses whatsoever in this regard.

9.6 Should you be alleged/convicted in any crime or offence in any country of whatsoever nature, you will immediately inform Our HR and adhere to all the disciplinary procedures as the circumstances may demand.

#### **10.0 Information, Assets and Systems:**

When you join the Company You may have access to phones, e-mail, the Company's internal portal, internet and other equipment and systems. These form part of Our IT and communication systems and you will be required to use them in accordance with the policies relating to them. We may implement our disciplinary procedure if you fail to comply with them and in certain circumstances, this could amount to gross misconduct leading to dismissal. You should refer and adhere to the Code of Conduct and the Company Policy Standards for further information on these policies.

#### **11.0 Discipline:**

11.1 Details of our disciplinary procedures are available on the Company's internal portal. These procedures do not form part of your Employment Agreement.

11.2 We reserve the right to place you on leave of absence ("Suspension") at any time during your employment, on terms and for periods as we determine appropriate pursuant to applicable laws. This includes (but is not limited to) where we are carrying out investigation and/or disciplinary procedures against you for breach of Terms of Employment or other allied matters.

#### **12.0 Taxes:**

You shall be solely responsible for declaring and paying all taxes to the relevant tax authorities due on payments made and benefits provided to you by the Company and/or any member of Company's group of companies. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

#### **13.0 Changes to Your Terms of Employment**

**13.1** On matters not specifically covered in the Terms of Employment, You shall be governed by the Company's Policies/ Terms and Conditions/ employee handbook service rules, practices, etc. which are liable for modifications, additions, total or partial withdrawal, suspension/ revocation, etc. from time to time. The Company's decision on all such matters shall be final and binding on you.

13.2 In relation to the benefits (not being a statutory benefit) referred to in this Employment Agreement, we reserve the right to withdraw and/ or alter their terms without notice at any time. We will exercise reasonable discretion if we change the benefits or exclude you from them.

#### **14.0 Warranty**

You represent and warrant that You are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits You from fully performing the duties of Your employment, or any of them, in accordance with the terms and conditions of this Employment Agreement.

#### **15.0 Entire Agreement**

These terms and conditions supersede any previous agreement, whether oral or in writing, between you and the Company or any

other member of Company's group of companies in relation to the matters dealt herein and represent the entire agreement between you and the Company. This Employment Agreement or any part thereof may be modified in writing and all such modifications shall be effective when signed by both the parties hereto.

#### **16.0 Waiver**

It is hereby agreed that failure of the Company to enforce at any time or for any period of time the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right thereafter to enforce each and every term and condition of this Employment Agreement.

#### **17.0 Software Related:**

The Employee is strictly prohibited from bringing in the office premises, any unauthorized or infringed copies of software or downloading any infringed or non-patented software in the computer systems (from external sources or otherwise) or copying software from one computer system to another which may include any violation of the provisions of the Copyrights Act or any other intellectual property rights (IPR) laws. Employee shall not introduce or bring into the Company or its clients' systems, any virus, trojan horses, computer code designed to disrupt, disable, harm, or otherwise impede the operation of software or firmware or any computer or network or that would disable the software or firmware or any computer or network or impair in any way their operation. Violation of this clause will be regarded as a serious offence and the Employee will be subjected to appropriate disciplinary action as per the policies of the Company.

For the purpose of maintaining confidentiality of data, information, assignment of IP rights, non-solicitation, non-compete, non-diversion the term State Street Syntel Services Pvt. Ltd is deemed to include the Company and all its affiliated group companies.

#### **18.0 Intellectual Property Rights:**

18.1 The Employee agrees to inform the Company of full details of all the inventions, discoveries, concepts, ideas, etc. (collectively called "Developments"), whether patentable or not, including but not limited to, hardware and apparatus, products, processes and methods, formulae, computer programs and techniques, as well as any improvements and related knowledge, which the Employee conceives,

improves, completes, or puts in to practice (whether alone or jointly with others) while being in the employment of the Company, and which relate to the present or prospective business, work or investigations of the Company; or which result from any work the Employee does, using any equipment, facilities, materials or personnel of the Company; or which has or have been developed by the Employee or under the Employee's supervision, or which result's from or are suggested by any work, which the Employee does or may do for the Company.

18.2 The ownership of all "developmental" work and documentation created by the Employee shall from the moment of its creation, vest in the Company. Thus, the Employee agrees to assign and hereby assigns to the Company/ Companies nominee, Employee's entire right, title and interest in —

- all Developments;
- all trademarks, copyrights and mask work rights in the developments; and
- all patent applications filed, patents granted on any development, including those in foreign countries, which the Employee conceives or makes (whether alone or with others) while being in the employment of the Company or within two (2) years of the end of their employment (if conceived as a result of the Employment with the Company).

18.3 The Employee acknowledges existence of the Company's present and future products, know-how, processes, software products, programs, codes, documentation and flowcharts in any form and agree to abide by the procedures of the Copyright Law or any other applicable IPR laws in force, in India and foreign countries, which prohibits the reproduction of such protected works, in whole or in part, or in any form or by any other means, without the prior written permission of the Company.

18.4 The Employee agrees to assign to the Company his/her entire right, title and interest in any invention or improvement that the Employee might make solely or jointly with others, during the course of his/her employment with the Company relating to any and all



products, services, software, software tools marketed or manufactured or developed and that the Employee will perform any 'acts and execute such documents, without expenses to the Employee which, in the judgments of the Company or its attorneys may be needful or desirable to secure to the Company, patent protection and any or all rights relating to such invention or improvement.

**19.0 Non-solicitation / Non-compete:**

19.1 During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, the Employee will not, without the prior written consent of the Company, directly, indirectly, or through any other party, solicit business from or perform services for any the Company's client or any prospective client, with whom he/she had any contact with or exposure to pursuant to this Employment Agreement.

19.2 During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, the Employee will not, without the prior written consent of the Company, seek engagement or employment, either full-time or contractually with any organization that is likely to deploy the Employee on project or assignment in Offshore or Onsite client engagement where the Company is already working for the same client and where the Employee had been engaged in a project with the client organization for a period exceeding one month.

**20.0 Non-diversion of Employees:**

During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, the Employee will not, without the prior written consent of the Company, directly, indirectly, or through any other party solicit and/or offer an employment to a persons, who are then, or were during the previous six (6) months, employees of the Company or any the Company subsidiary / associate / affiliate.

**21.0 Specialized Training & Knowledge Acquisition:**

21.1 If the Employee has to undergo any specialized training in the Company or arranged by the Company, the Employee will have to execute a training agreement and an indemnity bond to serve the Company for a minimum period as mentioned in the said training agreement and an indemnity bond. Any violation of the terms will entitle the Company to recover liquidated damages as mentioned in the said training agreement and an indemnity bond. During employment, Employee agrees to undergo any specialized training as required by the Company.

21.2 On deputation to a client site for knowledge acquisition and subsequent knowledge transfer on a client's application, either for development, enhancement, maintenance, support or otherwise, the Employee will be understood to have gathered intellectual property on behalf of the Company. As a consequence, the Employee commits to serve the Company for a minimum period as mentioned in the said training agreement and an indemnity bond from the date of return to India from the onsite engagement. Any breach of this clause will entitle the Company to recover liquidated damages as mentioned in the training agreement and an indemnity bond.

**22.0 Confidentiality:**

22.1 So long as the Employee is in the employment of the Company, providing certain products and/or services to the Company and/or on behalf of the Company, he/ she will, at all times, observe secrecy and confidentiality in respect of technical, trade or business data or any other information that might come to his/her knowledge or possession (herein collectively referred to as the "Confidential Information"), which according to the Company, are necessarily confidential and form valuable property of the Company and not made available to the trade and furthermore. The Employee shall use the Confidential Information solely for the purpose of and on behalf of the Company. The Employee will not disclose Confidential Information without authority of the Company to anyone other than the Company's authorized person and even after the Employee has ceased to be in the service of the Company, the Employee shall not disclose Confidential Information to anyone. The Employee hereby acknowledges that the Company and its clients are subject to certain privacy regulations and/or contractual obligations, pursuant to which the Company shall be required to obtain certain undertakings from the Employee with regard to privacy, use and protection of non-public information of the Company and/or its clients(of client's customers) or any prospective clients. Employee agrees that (a) he/she shall not disclose or use any client/customer data except to the extent necessary to carry out its obligations under this Agreement and in accordance with applicable privacy laws; (b) he/she shall not



disclose client data to any third party without the prior consent of the Company and/or client (c) he/she shall maintain, effective information security measures, in accordance with the policies of the Company and /or client and as otherwise necessary to protect client data from unauthorized disclosure or use; and (d) he/she shall notify the Company in writing immediately upon becoming aware of any such unauthorized disclosure or use of the Company and/or client data in detail. The obligations set forth in this clause shall survive termination of the Agreement indefinitely.

22.2 The term "Confidential Information" does not include information which (i) is already in Employee's possession, or (ii) becomes generally available to the public other than as a result of a disclosure by the Employee or (iii) becomes available to the Employee on a non-confidential basis from a source other than the Company and/or Company's clients. The confidential Information and the Employee further agrees that disclosure of the same shall be with prior permission of the Company.

22.3 The Employee agrees to promptly re-deliver to the Company, upon request/ in the event of his/ her ceasing the employment with the Company, i) all drawing, blue print or other reproductions or other data, tables, calculations, letter or other documents or other writing or copy of writing of any nature whatever pertaining to the business of the Company, ii) Confidential Information including all Intellectual property rights, whether registered or unregistered on any tangible media. The Employee will not retain any copies, extracts or other reproductions in whole or in part of such material. The Employee further agrees that breach of this confidentiality clause could cause irreparable damage to the Company and that the Company shall be entitled to any and all injunctive relief, as well as monetary damages, including reasonable attorney fees, for such breach.

22.4 From time to time, Company's customers/clients and other business requirements may require all employees to sign special Non-Disclosure Agreements ("NDA's"). These NDA's may be process/ client specific or could represent a regulatory requirement. The Employee agrees to sign and comply with the terms and conditions of the said NDA's, as and when required.

### **23.0 Arbitration:**

Any dispute and/ or difference arising out of or relating to the Employment Agreement (including exhibits attached thereto) including interpretation of its terms will be resolved through joint discussion. However, if the disputes are not resolved by discussions then the matter will be referred to an Arbitrator, who shall be a person nominated by the Company. The proceeding of the arbitration shall be conducted in Mumbai. The decision of the arbitrator shall be final and binding on the parties. The language of arbitration shall be English.

### **24.0 Remedies:**

24.1 Notwithstanding clause 8 above (Arbitration clause), the Employee agrees that his/her failure or neglect to perform, keep, or observe any term, provision, condition, covenant, warranty, or representation contained in this Employment Agreement, the confidentiality agreement or any other agreement between the Employee and the Company, will cause the Company immediate and irreparable damage and that the Company is, in addition to all other remedies available to it, entitled to immediate injunctive and equitable relief from a court having jurisdiction to prevent any breach and to secure the enforcement of its rights hereunder.

24.2 Remedies for damages procuring prior to the Company's knowledge of breach or until action in breach ends and related in any way to the effects of the breach shall include but not be limited to monetary damage, liquidated damage, attorney's fees and other cause related to the action.

### **25.0 Governing Law:**

The validity, construction, interpretation and performance of this Employment Agreement will be governed by Indian laws and adjudicated upon by a competent court in Mumbai.

### **26.0 Severability:**

If any clause in this employment agreement is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of the provisions of this employment agreement will continue in full force and effect as if this employment agreement had been executed without such invalid provision.

**27.0 Clarifications:**

For any further clarifications about the above clauses or any interpretation of the above clauses, the Employee may approach the HR team.

For Syntel Private Limited,

I have read and confirm myself to be  
Bound by the terms of these Terms and Conditions as part of  
the Terms of Employment agreed to



Adarsh Krishna

Signature & Date.....

Employee Name.....

Date.....

Emp ID.....