



Letter of employment

08 January, 2021

Mr. Himanshu Joshi
Employee ID - 106627

Dear Himanshu Joshi,

Congratulations on becoming part of one of the world's largest tower company, with Pan-India operations across 28 States and 9 Union Territories of Union of India.

Without affecting the continuity in your services, with effect from 19 November, 2020. We are pleased to confirm your employment with the Company at the position of Engineer (Band E) in Operations function.

In this role, you will report to Nitin Pathak, Assistant Manager-Operations, and shall be performing your duties and responsibilities as assigned from time to time. You will operate initially from UP (East) Circle.

As an employee of the Company, your appointment, roles and responsibilities, location amongst others shall be governed by this Letter of Employment ('LoE'); the Terms of Employment ("Agreement") annexed as Annexure 1; Company Policy(ies); and applicable laws.

Subject to the above, your Total Cost To Company (TCTC) will continue to remain the same as existing on the date of issuance of this Letter of Appointment.

As an acknowledgement of and acceptance to the above, kindly sign this letter of employment along with the annexure(s) hereto.

We once again congratulate you and welcome you aboard.

Yours truly,

Indus Towers Limited
(Formerly known as Bharti Infratel Limited)

Pritpal Singh Kular
Chief Human Resources Officer

Encls.: Annexure 1 – Terms of Employment - Agreement

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Company

Private & Confidential

Employee Signature

Indus Towers Limited

(formerly Bharti Infratel Limited)

Corporate Office : Building No. 10, Tower A, 4th Floor, DLF Cyber City, Gurugram – 122002, Haryana | Tel : +91-124-4296766

Registered Office : 901, Park Centra, Sector 30, Gurugram – 122001, Haryana | Tel : +91-124-4132600



AGREED, ACKNOWLEDGED AND ACCEPTED BY

I have read and understood the aforementioned terms and conditions along with the Terms of Employment stated in Annexure 1. I hereby unconditionally agree and accept to be bound and governed by these terms from the effective date in suppression of all earlier understanding / agreement.

Signature

Full Name:

Complete present residential address

Complete permanent residential address

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Annexure 1

Terms of Employment

Your employment with the Company shall be subject to this Letter of Employment issued to you read along with the terms present herein ("Agreement"), Company policy(ies) and the applicable laws from time to time.

1. DEPUTATION & TRANSFER

- a. At the sole discretion of the Company, you can be transferred / deputed from one place to another anywhere in India or abroad and / or from one department to another or from one establishment to another and / or to any other concern including any of Company's affiliates, associates, group companies and / or entities in which the Company may be having any interest whether existing or in future without any additional payment unless otherwise agreed in writing or as provided for under the Company Policy(ies) including Indus Relocation Policy.

2. OBLIGATIONS OF THE EMPLOYEE

- a. You shall be governed by the Company Policy(ies), as introduced and / or amended from time to time, including the Code of Conduct, the terms of which are hereby incorporated by reference. You shall be required to keep yourself updated of the same to abide by, adhere to and carry out operational instructions/procedures as mentioned in the Company's guidelines and other administrative instructions as may be issued by the Company from time to time.
- b. You shall faithfully work for the Company and use your best endeavor to promote the interest and business of the Company. During your employment with the Company, you shall devote your whole time, attention and abilities exclusively for the performance of your duties towards the Company and will not engage yourself, directly or indirectly, on remuneration in any service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity).
- c. The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, presentations, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company shall own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:
- (i) while employed by the Company and in connection with the business of the Company or a related body corporate; and/ or
 - (ii) by using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

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By signing this document, you hereby assign all the rights of whatsoever nature in and all materials, work product, etc. into the name, favor and benefit of the Company.

- d. For the purposes of this clause, intellectual property rights include, but is not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company on your own all materials immediately upon the cessation / termination of your employment or at the request of the Company at any time during the term of your employment.
- e. You shall be responsible for the safe custody and maintenance of integrity of all data, documents, Company assets (including laptop), equipment, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.
- f. You shall be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures and of the staff / employees working under your supervision and/or in the department/ office / establishment under your charge, if any.
- g. Please note that, without prior written permission, if you abstain from services, or remain absent or fail to report, for 10 consecutive working days, it shall be deemed that you have voluntarily abandoned your employment with the Company, without giving due notice.
- h. You shall keep the Company updated of your permanent and residential address at all times by intimating the Company in writing in case of change of address. Any communication sent to you by the Company on your last known address (as intimated by you in writing) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.
- i. It is hereby clarified that as per the provisions of the Income Tax Act, 1961 as amended from time to time, it shall be your obligation to furnish a copy of your Indian Permanent Account Number (PAN) Card, issued by the Income Tax Department of India, to the Company in order to enable the Company to release payments to be made to you. It is further clarified that you shall be solely responsible for the authenticity and validity of the PAN card details furnished to the Company and shall at all times keep the Company indemnified with respect to this requirement.
- j. During the course of your employment with the Company, you shall not join or be related directly or indirectly to any anti-social outfit which has been declared by the Government as anti-national.
- k. Company expects resolution of issue(s) relating to your employment, if any, within the framework of the Company internally, at all times during your service period due to any reason whatsoever. Any attempt to bring any outside influence, directly or indirectly, upon any authority to further your interest/s in respect of matters pertaining to your employment with the Company would amount to breach of employment contract leading to initiation of appropriate action.

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- l. During the course of your employment with the Company, you shall neither instigate nor shall take part in any demonstration/agitation against the Company and its official(s) either by yourself or being part of any external bodies/political outfits, either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Company leading to initiation of appropriate action.
- m. You hereby agree and undertake that in an event you are entering into an employment or arrangement with any entity or person engaged in business or trade that either competes or is similar to the business or trade of the Company or of the Associated Companies with which you have been interacting with while working for the Company, you will notify the Company in writing at the very first opportunity, however, in the event you accept any such employment or arrangement, you shall be under an obligation to intimate the Company, forthwith, about the same in writing. In any event and at all times you shall strictly adhere to the confidentiality provisions as set out herein, failing which the Company shall be at liberty to take all legal recourses against you as it may deem fit.

3. CONFIDENTIALITY

- a. You shall not, except as authorized in terms hereof share / reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the Company, organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies ('Confidential Information'), which may come to your knowledge and/ or be imparted to you by the Company. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any fault on your part.
- b. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and / or transactions of the Company and / or its affiliates / associates / group companies which may come to your knowledge and / or possession by virtue of your employment with the Company for any purpose other than for the benefit of the Company.
- c. You acknowledge that the breach of any of the provisions of this clause will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and / or punitive actions and other equitable reliefs to prevent or cure any breach or threatened breach thereof, but no such action for any such relief shall not be deemed to be a waiver of any of the rights of the Company to an action for damages.

4. DATA PRIVACY

You acknowledge that Company is availing services of different partners/ service providers (third parties) for various processes such as payroll, benefits, statutory remittances & returns,

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reimbursements, etc. and for this purpose, may require to share your personal data from time to time with third parties. It is hereby clarified that your personal data may be shared as per 'Data Privacy Policy' of the Company and applicable laws, for smooth execution of various processes by the Company. By signing these Terms of Employment, you consent to the terms and conditions of the Data Privacy Policy, as maybe modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following: (a) the processing of your personal data in accordance with the Privacy Policy; (b) the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Data Privacy Policy; (c) the transfer personal data held about you by the Company to other employees and offices of the Company's and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Data Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you.

5. LEAVES AND OTHER SERVICE BENEFITS/ CLAIMS

You will be entitled to leave, holidays and other service benefits / claims as per the Company Policy(ies) as amended from time to time.

6. RETIREMENT

You shall retire on the end of the month in which you attain the age of 58 years as per the records available with the Company. Accordingly, your employment shall cease on the date of your retirement. However, the Company as it may deem fit, engage your services for such period and on such terms as may be agreed upon between you and the Company.

7. TERMINATION

- a. The Company may terminate your services by giving **Three Months** written notice or basic salary in lieu thereof without assigning any reasons. You may resign from the service of the Company by giving Three months in writing out of which **One Months** is mandatory serving period and balance period can be adjusted by paying basic salary in lieu thereof.
- b. Your employment may be terminated forthwith by the Company on the following grounds, without any prior notice period or salary in lieu of notice or any other compensation:
 - i. You have been convicted of a criminal offence with imprisonment;
 - ii. You are guilty of an offense involving moral turpitude;
 - iii. Concealment and / or misrepresentation of any material information; and / or
 - iv. breach by you of this Agreement or violation which may result into termination under any of the Company Policy(ies).

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- c. Without prejudice to the rights of the Company, in case you are charged with any act as detailed above in clause (b), you may be suspended from service pending enquiry. During suspension period, you will be entitled to 50% of your salary towards suspension allowance subject to your marking of attendance on the working days at any time during working hours. While claiming suspension allowance, you will give an undertaking or affidavit every month in writing that you were neither employed nor self- employed during such period.
- d. Upon cessation / termination of your employment, you (or your legal heirs as the case may be) shall immediately return to the Company, any and all equipment, material, documents, manuals, documented confidential information (without making any copies thereof and / or extracts there from), kits and other property belonging to the Company that may be entrusted to and / or placed in your possession by virtue of and / or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analysis, summaries and working papers relating thereto.

8. SEVERABILITY

It is the desire and intent of the Parties that the terms, provisions and covenants contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision or covenant or the application thereof is construed to be invalid or unenforceable in whole or in part, then such term, provision or covenant shall be construed in a manner as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement shall remain in full force and effect.

9. SURVIVAL

The covenants, conditions, and provisions of this Agreement, which are intended or capable of having effect after the expiration or termination of this Agreement including provisions relating to, representation, warranties, liability, intellectual property rights, indemnification, confidentiality, governing law and jurisdiction shall remain in full force and effect following termination or expiration of this Agreement.

10. WAIVER

The failure of the Company at any time to exercise any of its rights under this Agreement shall in no way affect the rights of the Company to enforce the same, nor shall any waiver by the Company of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of this provision itself.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and there are no further or other promises, representations, warranties or agreements or understandings, whether written or oral, except as contained herein and if any, shall supersede prior understanding and/ or agreement between the Parties.

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12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and Company will be subject to exclusive jurisdiction of courts of Gurgaon, Haryana only or any other courts or authority of whatsoever nature.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which when executed (either digitally and / or by hand) shall be deemed to be an original which taken together shall constitute one and the same agreement.

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