



SUTHERLAND

PRIVATE AND CONFIDENTIAL

13/02/2024

Shubhanshu Gahlaut,

Offer Letter with Terms and Conditions

Issued by: SGS Private Limited

Dear Shubhanshu Gahlaut,

This has reference to your application for employment opening in the Company and subsequent interviews conducted by us, we are pleased to offer you the position and designation specified in **Annexure A** (Detail of Monthly and Annual Cost to the Company), on the following terms and conditions:

1 Date of Commencement

You have to report for joining the Company no later than **23/02/2024** or else this Offer Letter shall stand automatically cancelled without any liability upon the Company. You shall inform us in reasonable advance in case you are unable to join on the date due to some reasonable cause and we shall, at our sole discretion, decide to extend your date of joining or cancel the offer. Joining Date will be the date of commencement of your employment in Company. On the Joining Date, you shall report to the Site Business HR/ Recruitment Team in the Company office mentioned in **Annexure A** (Detail of Monthly and Annual Cost to the Company), or virtually, as may be communicated to you.

2 Location / Transferability

You will work from Company office at **Hyderabad** ("Work Location") specified in Annexure A (Detail of Monthly and Annual Cost to the Company). However, Company may ask or allow you to work remotely (that is from your place of residence) within the city of Work Location. At the discretion of the Company, you may be allowed to move to another city within India. However, the Company shall have the right to ask you to return to the Work Location at any time. While working remotely, you shall also abide by all the Company policies related to remote working.



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Your services may be transferred to any other department or client program within the Company, or to any other Affiliate of Company or you may be seconded for certain duration to another organization due to Company's business engagement and requirements with such organization, and you may be asked to relocate to any other location within India or overseas, on the same terms and conditions as contained in this Offer Letter except for any changes necessitated due to applicable regulations or prevalent policy for the location. The company will make all reasonable efforts to ensure that you are not adversely impacted and that any change, transition or transfer is made as smooth as possible for you.

During the course of employment, your reporting manager may change time-to-time, depending on the nature of assignment/ task given to you.

The Company has Affiliates, clients and vendors spread across the world. Business requirements may necessitate that you travel to different locations within India or overseas.

3 Remuneration/Salary

Your compensation by way of Annual Cost to the Company is laid down in detail in Annexure A (Detail of Monthly and Annual Cost to the Company).

You will be entitled to other benefits, including medical and hospitalization, in accordance with the prevalent policy of the Company.

Your Performance based incentive PBI is part of your CTC and your PBI Amount is specified in Annexure A (Details of Monthly and Annual Cost to the Company). PBI payout amount will be calculated based on various factors, like Company performance, your program performance, and your individual performance, during the relevant period. PBI component and frequency of payout may change time-to-time in accordance with prevalent policy of Company. PBI policy is published in the company's prescribed policy portal for the most current guidelines.

4 Background Checks / Disclosure of Information

Your employment with us is contingent on the subject to successful clearance of background verification.

You need to submit all relevant documents for background verification within seven (7) days from the receipt of the email from Sutherland (edms@sutherlandglobal.com), with regards to document submission. In case you fail to submit the documents within the prescribed period, we will initiate necessary action against you as deemed as appropriate by the Company including but not limited to revoking of this offer letter without any further



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liability to Company.

The Company may, at any time, (or as part of the joining formalities) conduct reference/ background checks (including but not limited to drug tests, reference check with previous employers, education qualifications, credit history as applicable, exclusion screening, criminal background, etc.). You will also be required to provide certificate of physical and mental ability from a medical doctor. In the event the statements / particulars furnished by you at the time of joining are found to be false or misleading or any information is suppressed, or if the Company, during the course of the check receives any adverse report against you that may be detrimental to the interests of the Company, then the Company shall have the right to terminate your services forthwith without any notice period,.

On or before date of joining, if there are any pending/closed legal cases against you in any court of law or if you become party to any criminal proceedings, you shall disclose the same to Company immediately. You shall make full and complete disclosure to the Company if any of these events occur at any time during your employment with the Company.

Apart from the rights mentioned hereinabove, the Company also retains right to initiate appropriate action against you before courts of law as deemed fit for any breach of these terms.

5 Services

You will be responsible to perform all the work assigned to you from time to time. You shall discharge your duties in a diligent, trustworthy, businesslike, and efficient manner. You will abide by the code of conduct, policies, procedures, rules and regulations stipulated from time to time by the Company. If required, the Company will provide the required training to you in updating your relevant knowledge for discharge of your duties efficiently and effectively, which will be as per the needs of business of the Company from time to time. You may be required to sign a separate agreement with the Company, should the Company send you for any training, deputation or any other assignment, either in India or abroad and you shall be strictly bound by the terms and conditions of any such agreement that you may sign.

6 Annual Review

At the discretion of the Company, your performance and total compensation may be reviewed by the Company from time to time or annually as per the policy of the Company. If your performance is not found satisfactory, then the Company shall have the right to terminate your employment in accordance with the terms of this Offer Letter.



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7 Expenses

The Company will reimburse authorized reasonable expenses you may incur for your business travel that is authorized by the Company during the course of employment, in accordance with the Company's Travel and Expense policies that are prevalent from time to time. The claim should be accompanied by reasonable proof of the expenditure. You are not entitled to authorize your own expenses and all claims should be truthful and backed by evidence. You are liable for disciplinary action if false claims are made.

8 Personal Information

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of this information to other parties authorized by law to receive it. You have the right to access and correct any of your personal data in the Company's possession. Any request for personal data access and/or correction should be addressed to the Human Resources Department. You shall keep the company informed of any change in your present or permanent address.

9 Work Schedule

Your working days and shift timings, including any changes therein, will be decided and informed to you by your supervisor. If you are required to work overtime and on holidays, you may be entitled to allowance in accordance with Company policy.

10 Leaves

Sutherland understands the importance of work-life balance and recognize that our employees have personal commitments that may require time away from work. Therefore, We offer a flexible leave to all employees to take time off for personal reasons. You are expected and required to use the flexible leave policy. This leave can be availed subject to supervisor approval, client deliverables and completion of critical assigned tasks at work.

11 Absence

If you do not report for work for 3 or more consecutive working days without prior information to and approval of your supervisor, it will be considered as an act of indiscipline and dereliction of duty and will be dealt with as per disciplinary policy or code of conduct of Company.

12 Confidentiality



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You agree that the terms and conditions applying to your employment, including your remuneration, are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of this agreement and your employment.

You also acknowledge that the information you acquire about the Company and any of the Group Companies in the course of your employment by the Company is highly confidential. You agree during the term of your employment hereunder and thereafter not to use such information for any purpose other than for the sole benefit of the Group Companies (including the Company) and you agree not to disclose any such information to any third party without the prior consent of the Company.

The obligations of confidentiality contained herein shall survive for a period of 5 years after the termination of your employment or for the duration permitted by applicable law, whichever is longer.

13 Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking

You acknowledge and accept that confidentiality of information and data and of intellectual property of Company and its Affiliates, their respective employees, clients, vendors and partners is of critical and of paramount importance. Any violation on your part will have a direct impact on the Company's operations, image, brand reputation and business prospects of Company and its Affiliates.

You also agree that you shall not solicit employees, clients, vendors and partners of the Company or of its Affiliate companies.

Further, you will not compete, directly or indirectly, with the Business of Company or of its Affiliates.

The obligations stated in this Section are more particularly laid down in the "Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking" annexed hereto as Annexure B. By signing and accepting this Offer Letter, you confirm that you have executed said Undertaking after complete and due consideration and of your own volition.

14 Security

You agree that you will adhere to security practices and policies of the Company which include but are not limited to, not taking mobile phones and camera in the operations areas or server rooms, and not carrying any Media or storage devices like Floppies, CD's or USB Drive within the operations areas or server rooms.

You are authorized to use the email address provided to you by the Company only for official communications.



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Company's premises, its telecommunications, networking, and information processing systems (including, without limitation, stored computer files, email messages and voice messages) are and shall always remain the property of Company and that you shall have no expectation or claim of personal space or privacy with respect to any of those. You will not use any of these for personal work for any reason and in any manner whatsoever. Company will constantly monitor your activity on Company systems and Company property. You agree that such measures are fair and reasonable to protect the interests, data, information, and goodwill of the Company and in no way do these measures amount to infringement of privacy. Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of your employment and the Company shall take any appropriate action as it deems fit.

15 Termination

In the event you wish to resign from your employment with the Company at any time, you will provide a minimum of 60 days' prior written notice of such resignation to the Company. The Company can terminate your employment at any time by giving 60 days' prior written notice or equivalent salary in lieu thereof.

However, in the event of you committing any criminal offense or indulging in activities which amount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice. Further, the Company may terminate this contract, without prior notice or payment in lieu of notice, subject to due process in accordance with the Company's policies and procedures, in the event of any non-performance, unauthorized absence from duty, serious misconduct, fraud, negligence, theft, misappropriation, non-compliance with Company's code of conduct, policies or procedures or any applicable law, imprisonment or censure by a court of law, or any material breach of this Agreement on your part. Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

In the event of termination of employment due to death or disability, you or your legal heirs (upon death) shall be entitled to receive the amount accrued until the date of termination of employment. For the purpose of this Section, disability shall mean your failure to render the services contemplated by this Agreement for two (2) consecutive calendar months, or for shorter periods aggregating to ninety (90) or more business days in any twelve (12) month period, which a physician selected by the Company or its insurers determines in a written report to the Company that such failure is due to mental or physical illness or injury.



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You shall not be eligible for salary, bonus, or incentives after the date of termination of employment.

Notwithstanding anything mentioned herein above, if you reach the age of retirement before completion of the notice period, the notice period shall automatically get reduced so that your last working day coincides with your retirement day.

Upon termination of employment for any reason, you shall be responsible to return, by your last working day, all the Company assets (for example, Company provided identity card, computer systems, SIM card, Company data, including copies thereof) in your possession and control.

Employment certificates will be issued, and full and final settlement will be released after the date of termination of employment and within 45 days (subject to any change made by Company time-to-time) of return of all Company assets and in the same condition in which they were provided to you (subject to reasonable wear-and-tear).

15.1 Probation - You would be on probation for a period of 6 month(s) and either party can terminate this contract of employment in 15 days advance notice or pay salary in lieu of the same to the other party. On completion of 6 month(s), your services will be deemed to be confirmed automatically unless informed otherwise in writing.

16 Engagement in other Business or dual employment

You acknowledge and understand that you will be a full-time employee of the Company and that you cannot take up employment with any other employer, part-time or full-time.

You shall, always, keep the Company apprised if you are working as a key person or have substantial stakes or any other form of interest in any legal entity, whether in India or overseas. Further, during the period of your employment, you must not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise). If you are in violation of these terms, the Company shall be entitled to revoke this Offer Letter or terminate your employment forthwith and without requiring any notice period or compensation in lieu thereof.



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You may, however, without the Company's prior written consent, make and manage personal business investments of your choice (provided you are not owning more than 5% of the outstanding stock of corporation of any class which is publicly traded, so long as you have no active participation in the business of such corporation), or teach at educational institutions and deliver lectures, or serve in any capacity with any civic, educational or charitable organization, or any government entity or trade association provided such activities and service do not interfere or conflict with the performance of your duties to the Company under this Agreement.

17 Standard of business conduct

This Offer Letter contains some provisions of the Company's Code of Conduct and other Company policies and procedures. These may be amended by the Company from time to time. You agree that you will regularly visit the intranet of the Company and keep yourself current with the prevalent policies and procedures. You also agree to complete the various training sessions and training modules that the Company may want you to undergo.

18 Precedence

In the event of any inconsistency between this Agreement and the Company's Code of Conduct, policies, or procedures, as the case may be, the prevalent Code of Conduct, policies or procedures shall prevail.

19 Age of Superannuation

In the normal course of employment, you will be superannuated /retired from the services of the Company on attaining the age of 60 years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted and recorded in the Company's records.

20 Governing Law and Jurisdiction

Any dispute arising under this agreement or any dispute regarding the interpretation of this agreement and the terms construed and agreed to between the parties herein shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts in City of Chennai. Notwithstanding the foregoing, you understand and agree that the terms of this Agreement are reasonable and necessary to protect the interests of both parties, and irreparable harm could result if you breach this Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, Company shall be entitled to obtain injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement.

21 DEFINED TERMS

"Affiliates" shall, with respect to Company, means any company or legal entity anywhere in the world, which are or may become part of Sutherland group and



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include any sister concern, parent company or subsidiary, whether in India or anywhere else in the world.

“Business of Company and its Affiliates” shall mean and include the core business of Company, namely provision of business transformation services and business process outsourcing services to customers of Company and any other business of Company or its Affiliates, to which you would have had substantial access or in which you would have been involved due to your job profile or became familiar with in the course of employment with Company.

22 Miscellaneous

Any claim relating to your employment with the Company shall be time-barred and not to be raised beyond six (6) months from your last working day with the Company and shall not be entertained unless applicable laws provide otherwise.

You shall not pledge / use the Company’s name for personal purposes unless otherwise authorized by the Company.

The Company shall not be responsible and liable for any actions or omissions committed or executed by you in your personal capacity or on your behalf within or outside the office premises. All liabilities arising out of such actions shall be your sole responsibility. You shall indemnify the Company against any claim arising out of your acts or omissions and also make good any loss or damages Company may be subject to.

You shall not give or receive any gift /cash equivalent, in your official capacity representing the Company unless otherwise authorized by the Company.

This Offer Letter constitutes the final terms and conditions governing your employment with the Company, subject to any amendments made by Company, time-to-time.

The Company has various policies in place time-to-time. Except for those that are in compliance with prevalent regulations, Company may bring about changes in other provisions in existing policies or decide, at its sole discretion, to terminate such policies.

Company may offer benefits to employees time-to-time. Such benefits may be subject to eligibility. In any event, such benefits are not entitlement and the Company may at any time and at its sole discretion, decide to amend the terms of benefit or terminate such benefits altogether.



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Please sign the Acknowledgement in acceptance of this Offer Letter and of terms contained herein. Once you sign the Acknowledgement, there will be binding Contract between you and Company.

We wish you the best of luck and invite you to our exciting team of employees in the Organization.

Sincerely,
For
Regards,

A handwritten signature in black ink, appearing to read 'Amit' followed by a stylized surname.

Amit Mukherjee
Sr. Director – Talent Acquisition



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Annexure A: Detail of Monthly and Annual Cost to the Company

Annexure B: Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking (duly signed)

Annexure A Detail of Monthly and Annual Cost to the Company

Name of the Employee Shubhanshu Gahlaut
Joining Date 23/02/2024
Designation Lead-Scheduling
Level Level 3

Components	Rs. Per month	Rs. Per annum
FIXED PAY		
Basic Salary	15,644	187,731
House Rent Allowance	7,822	93,866
Bonus	2,535	30,425
Special Allowance	18,696	224,352
Gross Salary (A)	44,698	536,374
PERFORMANCE BASED INCENTIVE (B)		
Performance Based Incentive- PBI	2,750	33,000
STATUTORY BENEFITS AND INSURANCE (C)		
Employer's Contribution to PF	1,800	21,600
Gratuity	752	9,026
CTC (A + B + C)	50,000	INR 600,000.00
Net Salary (Gross-PF-ESI)	42,898	514,774
Potential Earning (Net Salary + PBI)	45,648	547,774

Insurance	Sum insured under Accident Insurance - Rs. 500000/-, Mediclaim is Rs. 200000/- for Self + Spouse/ Partner + 3 Unmarried Children Only (Max age limit of 25 Yrs), Group term Life Insurance coverage of - Rs. 500000/-.
Gratuity	Gratuity amount shall accrue annually, and the eligibility will be only on completion of 5 years of continues service with Sutherland and payable at the time of Final Settlement of Accounts.



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ESI	If your ESI wage (Gross - Bonus) is less than or equal to 21000/- per month, an amount equivalent to 0.75% of your gross salary will be deducted towards ESI every month - For details you may contact your Program HR Executive.
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Performance Based Incentive PBI (Tenured) – PBI will be based on you achieving the parameters defined by your program. Your PBI will be paid 60 days from the completion of performance period. If your joining date is between 2nd ~15th of the month, PBI payout will be calculated on a pro-rata basis i.e., from DOJ till end of the month. For joiners on or after the 16th of the month, they will be eligible for Performance based incentive from subsequent month onwards.

Acknowledgement:

By signing below, I confirm that I have read and completely understand the terms and conditions of this Offer Letter including the Annexure mentioned below and agree to and accept this offer of employment with Company.

candidate_sig

candidate_date



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Annexure B

Confidentiality, Intellectual Property, Non-Solicitation and Non-Compete Undertaking

I have been extended an Offer Letter (“Employment Contract”) by the Company to work as an employee, in pursuance of which, I, hereby voluntarily and knowingly execute this Confidentiality and Intellectual Property undertaking (this “Undertaking”).

This Undertaking shall also extend to Affiliates of the Company in the event my employment is transferred to them.

That I undertake and declare as under:

- 1 CONFIDENTIALITY** - During the period of my employment with the Company and at all times thereafter, I will hold in strictest confidence, and will not use or disclose, any Confidential Information (as defined below), except to the extent such use or disclosure may be required in connection with my work for the Company. “Confidential Information” means any and all confidential and/or proprietary knowledge, documents, computer files, data and other information and materials of the Company, or of its customers, suppliers or other third parties to whom the Company may have an obligation of confidentiality, whether I first learned of such information or materials before or after the date I sign this Undertaking, including, but not limited to, all non-public information and materials relating to: (i) the Company’s products and services, (ii) the Company’s pricing strategies, pricing models and cost structures, (iv) service delivery methods, staffing models, staffing levels and other business processes and methods of the Company, (iv) customer lists or contracts, supplier lists or contracts and other information regarding the Company’s customers or suppliers, (v) the Company’s business plans and marketing plans, (vi) the Company’s management and financial reports, (vii) software source codes and object codes of the Company, (viii) the Company’s research and development activities and (ix) the Company’s employee records, personnel files, information relating to employee roles and capabilities, and compensation information. In addition, Confidential Information shall include any information and materials that are marked as proprietary or confidential information of the Company, or that I am told (or that I reasonably would be expected to know) are proprietary or confidential information of the Company.
- 2 INTELLECTUAL PROPERTY** - I hereby assign, and agree to assign in the future, to the Company or its designee, at no charge, all of my right, title and interest in and to any and all Intellectual Property (as defined below) with respect



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to any works, inventions or other materials that I, whether solely or jointly with others, create, conceive or reduce to practice in the course of my employment at the Company or using the time, facilities or property of the Company. I will, at the Company's request, promptly execute a written assignment to the Company of any such Intellectual Property and will cooperate with the Company to the extent reasonable with respect to the protection and enforcement of any such Intellectual Property and Company's rights therein. "Intellectual Property" means all rights, worldwide, to any inventions (whether or not patentable), designs, improvements, discoveries, patents, patent applications, copyrights, trademarks, logos, trade secrets, know-how and other intellectual property rights of any kind. All such Intellectual Property shall be the sole and exclusive property of the Company and shall be deemed part of the Confidential Information of the Company irrespective of the form or medium of expression. I agree and understand that I will not be entitled to any additional compensation for such Intellectual Property. Without limiting the foregoing, I agree that any copyrightable or patentable material shall be deemed to be works made for hire and that the Company shall be deemed the author of such works. In the event and to the extent such works are determined not to constitute works made for hire, I hereby irrevocably assign and transfer to the Company all right, title and interest in such works.

- 3 **RETURN OF COMPANY MATERIALS** - Upon termination of my employment with the Company for any reason whatsoever, voluntarily or involuntarily, and/or at any earlier time that the Company requests, I will deliver to the person designated by the Company all originals and copies of all documents, computer or laptops, computer files, keys, identification cards and any other property of the Company in my possession, under my control or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property (including but not limited to Intellectual Property) of the Company or any Confidential Information.
- 4 **OBLIGATIONS TO FORMER EMPLOYERS** - During my employment by the Company, I will not improperly use or disclose any confidential or proprietary information or trade secrets or business plans/process of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any other materials containing such confidential or proprietary information or trade secrets or business plans/process unless consented to in writing by that former employer or person.



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- 5 **Non- compete** – I acknowledge that during the course of my employment with the Company, I will have access to and become familiar with the Company's trade secrets and with other sensitive and confidential information concerning the Company and its Affiliates. I also acknowledge that over the tenure of my employment, and depending upon performance evaluation by Company, I may get promoted to senior level where my services will be of special, unique and extraordinary value to the Company. I agree that during the Term hereof and for 12 months thereafter, I shall not directly or indirectly own, manage, control, participate in, consult with, render services as an employee, or engage in any business competing with the Business of Company or its Affiliates.
- 6 **NON-SOLICITATION OF CUSTOMERS** - I agree that during my employment with the Company and for a period of up to twelve (12) months after the termination of my employment, I will not directly or indirectly solicit, or assist any other person to solicit, any customers of the Company, on my own behalf or on behalf of any third party, in connection with any goods or services that are competitive with the Business of Company or of its Affiliates. I agree and understand that any breach of these terms will result in irreparable harm to Company, hence I agree to be liable for all losses, liabilities, damages, demands and claims, and all related costs and expenses (including any and all legal fees, costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) that the Company may be subject to I further agree that I will also be liable for liquidated damages amounting to the revenue due to Company from any such customer whom I have solicited, for the remaining term of such customer's contract with Company.
- 7 **NON-SOLICITATION OF EMPLOYEES** - During the term of my employment with the Company and for twelve (12) months thereafter, I will not: (i) encourage any employee, consultant, or person who was employed by Company on the date of termination of my employment to leave Company for any reason, nor will I solicit their services, (ii) assist any other person or entity in such encouragement or solicitation or (iii) hire or assist in hiring or retaining any such employee or consultant. I agree and understand that any non-compliance with these terms may result in irreparable harm to Company, and I agree to be liable for liquidated damages amounting to two times the annual cost-to-company of such employee whom I have solicited. I acknowledge that this is fair estimate of damages that the Company would be subject to in the event of breach at my end. However, this remedy will be without prejudice to right in Company to claim additional losses, liabilities, damages, demands and claims, and all related costs and expenses (including any and all legal fees, costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) incurred by Company.



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- 8 **AUTHORIZATION TO NOTIFY SUBSEQUENT EMPLOYER** - I hereby authorize the Company to notify any subsequent employer about my rights and obligations under this Undertaking following the termination of my employment with the Company.
- 9 **LEGAL AND EQUITABLE REMEDIES** - I acknowledge that my services are personal and unique and that I have had, currently have and/or will have access to and become acquainted with the Company's Confidential Information, Intellectual Property, customers or other sensitive information and that the Company has a legitimate interest in protecting itself with respect to such information. I acknowledge, therefore, that the Company shall have the right to enforce this Undertaking and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Undertaking and in any court of competent jurisdiction. In the event that any suit or action is instituted to enforce any provision of this Undertaking, the prevailing party shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Undertaking (including, without limitation, reasonable fees and expenses of attorneys, accountants and expert witnesses), which shall include, without limitation, all fees, costs and expenses of appeals.
- 10 **ACKNOWLEDGEMENT** - I have read the covenants and undertakings set forth above and have had the opportunity to discuss them with advisors of my choosing, and I acknowledge and agree that the foregoing restrictions on my future employment and business activities are fair and reasonable given the nature and scope of the Company's business, the substantial investments made by the Company of capital and other resources to develop customer relationships and goodwill, the unique nature of my position with the Company (including, without limitation, in regard to customer relationships and goodwill) and my access to valuable Company trade secrets, confidential customer lists and other confidential or proprietary information, including but not limited to the Confidential Information.
- 11 **EMPLOYMENT** - I agree and understand that nothing in this Undertaking shall confer any right with respect to continuation of my employment by the Company, nor shall it interfere in any way with any right that I or the Company may have to terminate my employment at any time, with or without cause. Any subsequent change or changes in my duties, salary or compensation will not affect the



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validity or scope of this Undertaking unless otherwise expressly stated in writing by the Company.

I ACCEPT THE OBLIGATIONS UNDER THIS UNDERTAKING WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS UNDERTAKING. I SIGN THIS UNDERTAKING VOLUNTARILY AND FREELY.

candidate_sig

candidate_date





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Joining Confirmation

To: Shubhanshu Gahlaut

SGS Private Limited

I acknowledge receipt of Offer Letter dated 13/02/2024 issued by Company and am happy to report to duty and commence employment with Company with effect from 23/02/2024 at Hyderabad.

I look forward to a long and rewarding association with Sutherland.

Please indicate your acceptance by signing below.

candidate_sig

candidate_date