

17-Aug-2023

Ashutosh Mishra  
Fattimal Tola Anandnagar Ward no 11 Pharenda Maharajganj, Anandnagar  
Uttar Pradesh 273155

### Subject: Letter of Appointment

Dear Ashutosh Mishra,

Welcome to **Publicis Global Delivery - TechMedia - India!** We are pleased to have you joining our team.

With reference to your application and subsequent discussions/interview, we have the pleasure in appointing you as **Associate Manager** (hereinafter referred to as the "Employee") at **Publicis Global Delivery - TechMedia - India** at GIL SEZ, Candor Techspace, building No. 1, Tower B, Ground – 3rd Floor, building No. 2, Tower A, Ground & First Floor, building No. 5, Ground & First Floor, SEZ Sector 21, Village Dundahera, Gurgaon, Haryana - 122016, India (hereinafter referred to as the "Company") with your permanent residence at Fattimal Tola Anandnagar Ward no 11 Pharenda Maharajganj, Anandnagar Uttar Pradesh 273155, India on the following terms and conditions:

#### 1. COMMENCEMENT OF EMPLOYMENT

Your employment with the Company shall commence on or before **17-Aug-2023** and you will be based in the Programmatic division of the Agency.

#### 2. COMPENSATION (on cost to the company basis)

Your annual gross salary will be **INR Rs. 9,50,000** per annum. The details of your compensation on a 'cost to the company basis' as per Annexure A is attached along with this letter. This will be subject to statutory deductions and deduction of taxes, as applicable. Salary is defined as the total of all payable components which includes basic pay, all allowances and employer contributions that are a part of the fixed compensation paid to you. Salary will be paid on a pro-rated basis based on the actual number of days worked during the month after adjusting leave balances (if any) and (any) loss of pay (if applicable, in case of unauthorized, unapproved, unavailability of balance of leaves).

You agree not to disclose the terms of employment or remuneration to any third party, including other employees of the company except those in authority in the Management, Heads of Departments, or the Human Resource Department.

#### 3. PROBATION

You will be a confirmed employee from **17-Aug-2023**.

#### 4. REPORTING

You will be directly reporting **Priyanka Mahar - Associate Director**.

#### 5. PERFORMANCE REVIEW

Your performance will be reviewed as per the standard company cycle. Salary reviews are based on merit and are not automatic. This ensures that our top performers are better rewarded.

Employee serving his/her notice period shall not be eligible for a performance Pay or bonus of any kind announced during his/her tenure by the employer. The Company's decision in disbursement and changes in the manner of administering shall be final and binding on the employee.

#### 6. SUPERANNUATION

Every employee shall retire on completion of 58 years of age.

## 7. WORKING HOURS & SUBMISSION OF TIMESHEETS

Office will function from Monday to Friday, reporting time is between 9.00 am - 10.30 am. Each employee must ensure that they have completed **8.30 hours** of work per day. Lunch break 1.00 p.m. to 1.30 p.m.

Employees are required to complete timesheets in the HRIS on a daily basis. Submission of timesheets on a timely basis is important so that client's profitability can be derived. In essence, the Company views client profitability as a fundamental tool in making crucial strategic business decisions. Failure to submit timesheets on time will lead to 0.5 days deduction of earned leave. The deducted earned leave will be auto reversed once the respective days' time sheet is completed and submitted for 8.30 hrs.

Attendance is recorded through our new employee portal **www.publicisgroupetalent.com** or via the **mobile app** which you can download from Google Playstore or Appstore.

If you are directly reporting for a business meeting from your residence or leaving office early for client meetings, you can login your in-time from client site via the mobile app. The app will take your location and check-in your time or check-out time.

You are requested to ensure that they are on duty at the commencement time fixed and do not leave before the closing time. Employees who report to office after the shift cutoff time (For example, post 10:30 am for a general shift) will be marked late. From the 4th Late Mark onwards a half-day earned leave deduction will be auto applied and from 4th Instance onwards attendance regularization request will have to be approved by reporting manager and HR Admin.

## 8. OTHER BENEFITS & CONDITIONS

### a. Medical /Insurance

You and your family will be eligible to participate in the Company medical and insurance scheme, as per the policy in force.

### b. Provident Fund

You will be entitled to join our scheme from the date of joining the Company. The amount of employer's contribution to provident fund has been included in your gross salary as shown in Annexure A.

### c. Gratuity

You are eligible to participate in the gratuity scheme of the Company.

### d. Public Holidays

You are entitled to public holidays as declared by the Company as the beginning of each calendar year.

### e. Leave

**Privilege Leave:** Entire 18 days in a year will be credited to your leave balance in January every year. Your EL will be pro-rated based on your date of joining for the calendar year. You are encouraged to avail the entire 18 days in the calendar year and hence you will have to proactively plan your leave. Any accrued leave balance will neither be carry forward nor get encashed.

**Sick Leave:** Sick Leave with full pay will be granted up to 7 days for each year. Unavailed Sick Leave has no cash value and cannot be carried forward. A sick note must be supplied for all leave taken under this heading and any leave taken in excess of two days at a time must be certified by the submission of an acceptable medical certificate. Absence in excess of two days without an acceptable medical certificate or any abuse of this rule may be deemed misconduct

**Causal Leave:** Employees will be given 10 Causal Leave as per Publics Sapient Policy for calendar year 2023. Unavailed Causal Leave has no cash value and cannot be carried forward. Casual Leave will discontinue from January 2024 onwards.

**Garden Leave:** The Company, however, reserves the right to exclude you from the premises of the Company and require you not to attend at work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company) (the "Garden Leave Period"), provided always that the Company shall continue to pay your salary and contractual benefits during the Garden Leave Period.

You agree that your obligations of confidentiality and of good faith, loyalty and fidelity shall remain in force for the duration of this agreement notwithstanding the Garden Leave Period. This means that you must comply with the following during the Garden Leave Period, you must:

- a. Not be employed by or otherwise provide services to any third party (unless agreed in advance with the Company in writing).
- b. Not compete or prepare to compete with the Company or assist a competitor of the Company in any way, including by enticing or preparing to entice the Company's clients or business to a competing business;
- c. Not undermine the business of the Company in any way; and Comply with all lawful instructions of the Company (including any instruction not to contact customers, prospective customers, employees or business contacts of the Company or any Associated Company).

A breach of any of the above may be grounds for summary dismissal.

## 9. NOTICE PERIOD/TERMINATION

Either party will give **Three** months' notice in writing with or without cause to terminate this employment.

The company reserves the right to pay or recover salary in lieu of notice period not served. In case of breach of contract or misconduct, termination may be without notice and emoluments or compensation of any kind.

Leaves are not permitted during notice period. In case any leave is taken, it would be considered as LOP (loss of pay) and will be deducted from resigned employee's salary or from the Full & Final Settlement amount.

## 10. POLICIES AND PROCEDURES

You will be governed by the rules & regulations of the company applicable to your employment as amended from time to time in respect of leave, holidays, working hours, intervals, etc., as per the employee handbook and communicated to you by the company. You will be entitled to all schemes implemented by the company including productivity-based incentive schemes, if any, as applicable to your employment. The policy document is available on the company intranet ([www.publicisgroupetalent](http://www.publicisgroupetalent)) and it is your onus to read and understand.

**Publicis Global Delivery - TechMedia - India** is one of the corporate brands under the Publicis Groupe. Employees, who are controlled directly or indirectly by Publicis Groupe, must understand and comply with the Corporate Internal Control Policies and Procedures. **Janus** is the manual that provides its worldwide employees with guidance as to the standard of conduct that it expects them to observe.

## 11. TRAINING COST

Should you voluntarily leave the Company within 12 months of the completion of any Company sponsored training which cost more than or equal to INR 25,000/ training, the Company may seek recovery of the costs as per the following structure:

- 100% recovery if within 6 months
- 75% recovery if within 9 months
- 50% recovery if within 12 months

## 12. NON-DISCLOSURE & CONFIDENTIALITY

You are not permitted to carry on any business or profession or enter for any part of your time, in any capacity into the services of or be employed by or engaged with any other firm, company or person. You will promote the interests of the Company and will not divulge to any person or utilize any of the Company's secrets or other related Information (which you may possess by reason of your association with the Company outside the Company).

It is a condition of your employment that you maintain the confidentiality of any and all proprietary information of which you gain knowledge or possession as a result of your employment with the Company. You must not disclose such proprietary information to any person. The term proprietary information shall mean all company information whether in oral, written, graphic, diskette, or machine readable form including but not limited to all non-public lists of customer, agents, general agents, intermediaries, prices, business plans, strategic plans or other non-public financial information, customer base, manual, designs, procedures, formula's, discoveries, inventions, improvements, concepts, idea's, future plans and budgets unannounced organizational staffing changes financial analysis, competitor analysis, management information technical data and Market studies.

This obligation of confidentiality continues after your employment terminates, further complete confidentiality of employment compensation details is expected to be maintained by you during your period of employment with the company.

You shall faithfully observe and comply with all the Company's rules, policies, regulations, practices, processes and procedures that are in force and applicable to you and all changes therein, from time to time, shall be binding on you. You shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses or infringement of the third party's (IPRs), arising as a result of the usage of any patent, trademark, label, design or application, including software programs and applications.

The Company shall also have a right to recover any damages incurred on account of any misrepresentation of your job responsibilities, misappropriation of funds by you, or any act done by you which is against the policies as laid down by the Company from time to time. You shall indemnify and keep the company indemnified to the extent of such loss as may be suffered by the Company.

You agree that during the term of employment and for a period of one year after the termination of your employment, you shall not in any way, directly or indirectly:

- (a) Induce or attempt to induce any employee of the Company to quit employment with the Company;
- (b) Otherwise interfere with or disrupt Company's relationship with its employees;
- (c) Solicit or entice any employee of the Company.

At the time of joining, you may be required to sign an additional Confidentiality & Non-Disclosure Agreement with the Company depending on the nature of your role.

## 13. CONFLICT OF INTEREST

You will avoid conflict between your interest as an employee, and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company. Further, if any 'conflict of interest' arises in future, you will promptly report the same to the company.

## 14. NON-COMPETITION & NON-SOLICITATION

You shall not at any time during the period of this employment or for a period of one year thereafter;

- (a) Either on your own account or for any other person, firm or corporation, directly or indirectly solicit, interfere with or recruit, or endeavor to entice away from the company any person who is employed or engaged by the company.
- (b) Either seek any employment or otherwise employed directly or indirectly with any of our customers and/or their competitors, without the prior approval of the company.
- (c) You shall not join any client of **TLG India Pvt Ltd** after leaving the organization without prior written approval from **TLG India Pvt Ltd** to do so.

## 15. CODE OF CONDUCT

You are expected at all times to carry out your duties and responsibilities in a professional and ethical manner and conduct yourself in such a way that your behavior will not reflect adversely on the Company. During your employment while representing the Company, you shall behave on and off duty in such a way that it does not bring disrepute to the Company. The policy on "Code of Conduct" must be followed at all times.

You must immediately report in writing to the management, any offer of gifts, services or payment from customers, suppliers, distributors, business partners of the company, and other such person, company or firm with whom the Company conducts or may conduct business.

You accept the disciplinary rules, regulations and procedures of the Company as per the policies of the company are applicable to you during your employment. The disciplinary procedures are subject to change from time to time and it is your onus to read and understand in the employee handbook.

## 16. LIABILITY

You shall indemnify the Company in respect of any liability incurred by the Company as a direct consequence of your negligence, breach of contract, duty or trust in relation to the affairs of the Company.

No employee has authority to purchase stores, or goods, or services, or to incur any liability on behalf of the Company without the written authority of the Managing Director or a person deputed by him to do so. No purchase may be made without a written purchase order and no payment for stores, goods or purchases for the use of Company's business may be made except against a completed purchase order or with the prior approval of the Managing Director or the person deputed by him to do so.

## 17. PERSONAL RECORD

The appointment is conditional upon you complying with the following conditions: -

- a. You must provide us with such proof as we, in our absolute discretion, consider necessary of your identity, residency, age, qualifications, etc. Originals of the documents are required to be shown, wherever required, though they will not be retained by the Company.
- b. We must receive from you such references as we, in our absolute discretion, consider being satisfactory.

If any declaration given or furnished by you to the company prove to be false or if you are found to have willfully suppressed any material information, in such a case, you will be liable to be terminated from this employment at any time without any notice, whatsoever.

A change in residential address should be notified to the Company immediately. All changes in marital status should be notified. These requirements are in the interest of the employee particularly

## 18. TRANSFER

This employment is transferable to any of the Branch Offices/Associated Companies in India. If an employee should be transferred from one office to another, the Company will meet the cost of such transfer of the employee and his family in accordance with the status of the employee so concerned. The Company shall also pay the living expenses of a transferred employee and his family for a period not exceeding three weeks in the new station to the extent of the status of the party concerned.

## 19. DISPUTES

This agreement shall take effect and shall be interpreted in accordance with the laws of India - Jurisdiction of **Gurugram**.

All claims, complaints and disputes relevant to the appointment and employment should be settled amicably between you and the company in accordance with the policies, procedures and regulations of the Company, as enforced and practiced from time to time. In case amicable settlement fails, then any unresolved dispute shall be referred to the courts of India and shall be construed in accordance with the local regional laws prevailing in Maharashtra and national law prevailing in India.

The company may make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of details (such as procedures) may be made from time to time and shall be effected by a general staff notice to all employees. Such changes shall be deemed to have been accepted by you unless the Company receives an objection from you in writing within 14 days of the issue of the notice.

We take this opportunity to congratulate you on your appointment and welcome you to our Company.

Please return a signed copy of this letter to the Company in token of your having understood and agreed to terms and conditions of your employment with the Company set out above and Enclosed as Annexures "A".

**For and on behalf of Publicis Global Delivery - TechMedia - India,**

*Siddharth Sabhani*

**Siddharth Sabhani**  
**Vice President- Head of Talent - PGD**

I have read and understood the above terms and conditions governing my services/employment with the Company and the same are acceptable to me.

**Ashutosh Mishra**

Signature:

Date: **17-Aug-2023**

## Annexure – A

<b>Emp. Code : -</b> 22672973		
<b>Employee Name : -</b> Ashutosh Mishra		
<b>Designation : -</b> Associate Manager		
<b>Location : -</b> Gurugram		
<b>Salary &amp; Allowances</b>	<b>Monthly CTC</b>	<b>Annual CTC</b>
	<b>Amount (Rs.)</b>	<b>Amount (Rs.)</b>
Basic	35,625	4,27,500
HRA	17,812	2,13,744
Special Allowance	23,930	2,87,160
<b>Total : -</b>	<b>77,367</b>	<b>9,28,404</b>
<b>Other Benefits : -</b>		
Provident Fund	1,800	21,600
<b>Total Salary : -</b>	<b>1,800</b>	<b>21,600</b>
<b>Perks / Reimbursements : -</b>		
<b>Total Cost To Company</b>	<b>79,167</b>	<b>9,50,000</b>
<b>Note : -</b>		
<ul style="list-style-type: none"> <li>Medical insurance benefit for self, spouse, 2 children, who are covered for hospitalization benefits upto a sum of INR 4 lacs per annum per family are totally covered by the Company and no premium will be deducted from your salary.</li> <li>Parental Policy – There is a provision that has been made for you to be able to add your parents in a separate policy for which you would have to bear the premium.</li> <li>The Equivalent amount of employers' contribution of PF will be deducted from your CTC <b>INR 1,800</b></li> <li>The reimbursements would be paid on submitting the required supporting documents as per the company policy and according to the processing schedule. The unclaimed amount will be paid in the month of March as taxable allowance and tax will be deducted as per the income tax rules.</li> <li>You shall be eligible for Retention Payout of 5% of your Total Cost to Company excluding Employer Contribution to Provident Fund as a One-time payment in December 2023. In case of any salary revision prior to 31st December 2023, your revised CTC will be considered for computation of Retention Payout amount with effect from date of salary revision. If you leave the company, then you are not entitled to any bonus on a pro-rata basis.</li> </ul>		

Approved by

*Siddharth Sabhani*

**Siddharth Sabhani**  
Vice President- Head of Talent – PGD

Agreed and Accepted

**Ashutosh Mishra**



## Conflicts, Non-Solicitation, Creative Ownership, and Confidentiality

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As a condition of your employment with Publicis Global Delivery - TechMedia - India and/or any Publicis Global Delivery - TechMedia - India branded agency, including but not limited to Publicis Global Delivery - TechMedia - India, any and all of which in this document are collectively referred to as " Publicis Global Delivery - TechMedia - India " , by your signature below, you hereby confirm your agreement to comply with the following policies relating to Conflicts, Non-Solicitation, Creative Ownership, and Confidentiality, as well as compliance with Publicis Global Delivery - TechMedia - India and Publicis Groupe policies.

### Conflicts

You agree that you have a primary business responsibility to Publicis Global Delivery - TechMedia - India and must avoid any activity that may interfere, or may have the appearance of interfering, with this responsibility. Business decisions must be based solely on the best interests of Publicis Global Delivery - TechMedia - India, without regard to personal, family or other outside considerations.

Conflicts of interest can arise when your position or responsibilities within Publicis Global Delivery - TechMedia - India present an opportunity for financial gain in addition to the financial rewards of employment. They can also arise when your personal or family interests are, or may be viewed as being, inconsistent with those of Publicis Global Delivery - TechMedia - India and therefore creating conflicting loyalties. Such conflicting loyalties could cause you to give preference to personal interests, either internal or external, in situations where Publicis Global Delivery - TechMedia - India responsibilities should come first.

We expect that you will make decisions objectively and in the best interest of Publicis Global Delivery - TechMedia - India and our clients\*. Simply put, you must avoid any activity, interest or association which conflicts with - or appears to conflict with - your judgment of what is in the best interest of Publicis Global Delivery - TechMedia - India and our clients.

- You may not own, either directly or indirectly through a close family member (such as a spouse, domestic partner, child or sibling), a financial interest in another ad agency, a client's competitor or a supplier to Publicis Global Delivery - TechMedia - India or its clients. (This does not include ownership of less than 1% of the outstanding shares of a publicly held corporation.)
- You may not conduct business on behalf of Publicis Global Delivery - TechMedia - India with any supplier for which a close relative (such as a spouse, domestic partner, child or sibling) acts as an owner, officer or representative.
- You may not hold a position in any Publicis Global Delivery - TechMedia - India suppliers, including media. You may not, without prior disclosure, act as agents or brokers for any third party in selling property or services to a client or supplier. You may not directly or indirectly sell their property or services to a client or supplier.
- You may not work or freelance for any business organization other than Publicis Global Delivery - TechMedia - India without prior approval from your manager. Occasionally, Publicis Global Delivery - TechMedia - India employees are asked to serve on the board of directors of another organization. In some cases, this may raise a conflict of interest or even a legal issue. Before, accepting a position as a board member (including Boards of non-profit organizations), always get written approval from the Publicis Global Delivery - TechMedia - India CEO and/or the Publicis Global Delivery - TechMedia - India General Counsel.
- You may not accept a gift, kickback or similar payment, directly or indirectly, from media or any suppliers as payment for obtaining Publicis Global Delivery - TechMedia - India business. You may not accept anything other than nominal gifts or favors from a present or a potential supplier. Exchanging business lunch checks and usual business promotion premium items are, of course, exceptions.



- Accounting entries, time/hour entries, invoices and all other documentation must be accurate. You must never make a false or misleading entry in company books and/or records, nor encourage or condone others to do so. Under no circumstances shall you establish an unrecorded fund for any purpose. You must accurately report your hours and expenses, in compliance with Publicis Global Delivery - TechMedia - India practice and policy, as well as the contractual requirements of the Client with which you are working.
- You must not violate the law of the United States or any other country in carrying out your duties.
- You must never induce a government official to do something illegal. You shall not make an unauthorized payment or authorize an improper payment or gift (cash or otherwise) - directly or through an agent - to a foreign official.
- You may not use Publicis Global Delivery - TechMedia - India property, services or resources for your personal benefit without prior, proper approval.
- You may not supervise, evaluate or make hiring or promotion decisions for anyone with whom you have a close personal or family relationship. Family members include spouse, domestic partner, children, parents and siblings.
- If you become aware of any violations of any of the above, you should bring them to the attention of Publicis Global Delivery - TechMedia - India Management (the Publicis Global Delivery - TechMedia - India General Counsel, the Director of Human Resources, or the Publicis Global Delivery - TechMedia - India Compliance Officer).

### Non-Solicitation

You agree that for one year following the termination of your employment with Publicis Global Delivery - TechMedia - India, for any reason, you will not, directly or indirectly:

- Attempt in any manner to solicit from any Publicis Global Delivery - TechMedia - India client, except on our behalf, business of the type performed by Publicis Global Delivery - TechMedia - India or to persuade any person, firm, or corporation which is a client to cease doing business or to reduce the amount of business which any such client has customarily done or contemplates doing with Publicis Global Delivery - TechMedia - India whether or not the relationship between such client and Publicis Global Delivery - TechMedia - India was originally established in whole or part through your efforts; or
- Employ or attempt to employ or assist anyone else to employ any person who is then, or at any time during the then preceding twelve months was, in our employ; or
- Render any services of the type rendered by Publicis Global Delivery - TechMedia - India to any Publicis Global Delivery - TechMedia - India client unless such services are rendered as a consultant to Publicis Global Delivery - TechMedia - India, or you have the express written permission of Publicis Global Delivery - TechMedia - India to do so.

### Creative Ownership of all Intellectual Property

You agree that any and all copy, art, music, slogans, trademarks, servicemarks, product ideas, inventions, and any and all advertising and promotional ideas and/or intellectual property, or creative materials which relate directly or indirectly to Publicis Global Delivery - TechMedia - India, or any clients of Publicis Global Delivery - TechMedia - India, are and shall remain the sole and exclusive property of Publicis Global Delivery - TechMedia - India (and its successors and assigns), regardless of whether such ideas and/or materials are created, conceived, or produced by you during office hours or at any other time during your employment by Publicis Global Delivery - TechMedia - India.

## Confidentiality

You agree that any information relating to Publicis Global Delivery - TechMedia - India, or the products and services of a specific individual client of Publicis Global Delivery - TechMedia - India, which was available to you in connection with the performance of your job, is and shall remain the property of Publicis Global Delivery - TechMedia - India, and/or that specific client. You understand and agree that all of this information and all similar materials are confidential and proprietary and that under no circumstances will you divulge, reveal, share, publish or give any of such information or materials to any third party. The confidentiality provisions of this document will remain in force during and after your employment with Publicis Global Delivery - TechMedia - India, unless such information becomes publicly known or you are released from this confidentiality agreement by written release from Publicis Global Delivery - TechMedia - India.

## Agreement to Use Electronic Confirmation

You agree that you will accept future delivery of this policy (and any changes to it) from Publicis Global Delivery - TechMedia - India in digital form, sent electronically through e-mail or by use of the internet, or by use of some other digital delivery device. Further, you agree that future confirmations of compliance with this policy may be delivered by you to Publicis Global Delivery - TechMedia - India electronically through e-mail or by use of the internet, or by use of some other digital delivery device.

My signature below confirms my understanding of this policy and agreement to comply

**Signature:**

**Date:** 17-Aug-2023

**Name:** Ashutosh Mishra