RJIL/53627617/11319536/151217/1924 **Date: 15 Dec 2017**

Rohini Saini

12, Dhanya niketain,
Sector 42 , Noida,
noida, Uttar Pradesh - 2013

Offer cum Appointment Letter

Dear **Rohini Saini**,

This is with reference to your application and subsequent test / interview you had with us, we are pleased to offer you employment in the **Manager Family** as **Assistant Manager** in the Job Role **Area HR Trainee** on the following terms and conditions:

01. PLACE OF POSTING:

Your initial posting will be at **Delhi NCR**.

However, during employment with the Company , you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

You will join us as soon as possible but not later than **8 Jan 2018**.

02. COMPENSATION:

i.Fixed Pay: INR 2,90,786/-(INR TWO LAKH NINETY THOUSAND SEVEN HUNDRED EIGHTY SIX only) per annum

This includes Basic Salary and other allowances, benefits, perquisites etc as per the compensation policy of the company.

ii. Retirals : INR 18,316/-(INR EIGHTEEN THOUSAND THREE HUNDRED SIXTEEN only) per annum

This includes Provident Fund and Gratuity/Ex-gratia (company's contribution @ 12% of Basic Salary, and 4.81% of Basic Salary, respectively).

Bonus: Payable as per Payment of Bonus Act

Note: Aggregate of Fixed Pay, Retirals and Bonus is Committed Pay as per applicable rules (refer Annexure 1A)

iii. Performance Linked Incentive (PLI): INR 31,818 (INR THIRTY ONE THOUSAND EIGHT HUNDRED EIGHTEEN only) per annum (This is the maximum payout at Performance Level Significantly Exceeds Expectations).

PLI is a performance linked incentive, and is the variable component of the compensation. This will be determined on the basis of your individual performance, your business unit performance, and overall Reliance performance as determined by the Central Apex Committee.

PLI is payable subject to the employee being on the rolls of the company and not serving notice period on the date the amount is disbursed, notwithstanding any delay on the announcement of such disbursement.

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CTC is indicative cost to the company and will include the various components of pay that are being offered by the Company for being chosen by you, as per your requirements and subject to prevailing policy and rules. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company. **The available CTC components along with limits have been detailed in Annexure 1-B. For your reference, in Annexure 1-C,** we have covered each component of compensation in detail.

Please note that the components within each category of payments are discretionary and the Company has the right to change these components any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

03. PROVIDENT FUND SCHEME:

You will become a member of the Provident Fund Scheme, as per the rules in force from time to time. The Company's contribution (including contribution to Central Government Pension Scheme) under this scheme is 12% of your Basic Salary with a matching compulsory contribution from you. You will be required to submit necessary enrolment/transfer forms to the HR Department immediately upon joining.

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Please review, acknowledge and accept the offer cum appointment letter with annexures including **"Terms & Conditions of Employment"** at Annexure II. These employment terms will be effective from the date of your joining the company, and sets forth the terms and conditions under which Company would employ you and your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

This offer cum appointment letter shall automatically stand withdrawn, in case we do not receive your acknowledgement and acceptance within **ten days** from issue of this letter.

Your joining is subject to your timely accepting the offer cum appointment letter, verification of your pre-boarding documents as per Annexure II and you being declared medically fit by authorized Medical Officer.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,

Reliance Jio Infocomm Ltd

AUTHORISED SIGNATORY

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.
I shall report for duty on _____

SIGNATURE: _____ **DATE:** _____

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Rohini Saini

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ANNEXURE 1-A			
Name : Rohini Saini			
Compensation Break-up			
Components		**Amount in INR**	
		Monthly	**Annually**
A] Fixed Pay			
1.	Basic Salary	9,080	1,08,957
2.	Residual Choice Pay	8,366	1,00,391
3.	Medical Reimbursement	0	0
4.	Food Coupon	0	0
5.	Gift Coupon	0	0
6.	Leave Travel Allowance	1,513	18,159
Vehicle			
7.	Company Vehicle Scheme	**Refer Annex 1B & 1C**	
8.	Vehicle Insurance	**Refer Annex 1B & 1C**	
9.	Fuel & Maintenance	**Refer Annex 1B & 1C**	
Housing			
10.	House Rent Allowance	3,632	43,583
Insurance			
11.	Group Personal Accident Insurance Premium	48	570
12.	Group Term Life Insurance Premium	280	3,355
13.	Medical insurance Premium: i) Self, Spouse, 3 Dependent Children	1,314	15,771
Total - Fixed Pay [A]		**24,232**	**2,90,786**

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Rohini Saini

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ANNEXURE 1-A			
Name : Rohini Saini			
Compensation Break-up			
Components		**Amount in INR**	
		Monthly	**Annually**
B] Retirals			
1.	PF - Employer Contribution (12% of Basic Salary)	1,090	13,075
2.	Gratuity / Ex-gratia (4.81% of Basic Salary)	437	5,241
Total - Retirals [B]		**1,526**	**18,316**
C] Bonus			
1.	Bonus (As per Act)	757	9,080
Total Bonus [C]		**757**	**9,080**
Total - Committed Pay [A] + [B] + [C]		**26,515**	**3,18,181**
D] Performance Linked Incentives			
1.	Performance Linked Incentive	2,652	31,818
Total - Performance Linked Incentive [D]		**2,652**	**31,818**
Total CTC [A] + [B] + [C] + [D]		**29,167**	**3,49,999**

The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

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Rohini Saini

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ANNEXURE 1 - B			
Name : Rohini Saini			
Ref	**Components**	**Details**	**Remarks**
A.1	**Basic Salary**	This is the base pay component of the fixed pay and is the reference salary for Provident Fund and Gratuity/Ex-gratia contribution	**Fully Taxable**
A.2	**Residual Choice Pay**	Balance amount of Fixed Pay, if any, will be paid as 'Residual Choice Pay'	**Fully Taxable**
A.3	**Medical Reimbursement**	Upto INR 15,000 per annum	**Tax Exempted**
A.4	**Food Coupon**	Maximum limit prescribed under this element is INR 31,200/- per annum. (Sodexo or Ticket Restaurant 'Meal Vouchers')	**Tax Free**
A.5	**Gift Coupon**	Maximum limit prescribed under this element is INR 5000/- per annum. (Sodexo / Accor / Reliance Retail Coupons)	**Tax Free**
A.6	**Leave Travel Allowance**	1. Maximum limit prescribed under this element is upto 2 month's basic salary. 2. Maximum 2 times, in a block of 4 years (e.g. 01.01.2014 - 31.12.2017) 3. Can be carried forward one time for next block.	**Tax Exempted**
A.7	**Company Leased Vehicle Scheme**	1. Eligibility : All employees in the Leader and Manager Family (excluding Fixed Term Contract employees) 2. Employee would be debited an amount of INR 2,602 per Lac of the vehicle value per month towards the Equated Monthly Installment (EMI) calculated at an interest rate of 12.5% per annum on monthly reducing balance basis for leasing period of 48 months.	**Tax Exempted [upto the value of EMI]**
A.8	**Company Leased Vehicle Insurance**	1. Eligibility : All employees in the Leader and Manager Family (excluding Fixed Term Contract employees) 2. Employees have a choice to select insurance between either bumper to bumper insurance or comprehensive insurance through the authorized third party provider. Employees would be required to purchase the insurance directly through the third party provider.	**Tax Exempted**

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ANNEXURE 1 - B			
Name : Rohini Saini			
Ref	**Components**	**Details**	**Remarks**
A.9	**Fuel and Maintenance Reimbursement**	Limits for Fuel & Maintenance for Own and Lease Plan Vehicles are as under: **Leader Family** Four Wheeler - INR 1,80,000 per annum Two Wheeler - INR 24,000 per annum **Manager & Executive Family** Four wheeler**:** Upto INR 100,000 per annum (extendable to INR 150,000 per annum, subject to certification of log book to be submitted to accounts) Two wheeler: INR 24,000 per annum	**Tax Exempted (Taxable perquisite Notional Value)- INR 1800 per month if cubic capacity of engine is less than or equal to 1600 cc)- INR 2400 per month if cubic capacityof engine is more than or equal to 1600 cc)**
A.10	**House Rent Allowance**	1. Mumbai/Kolkata/Delhi/Chennai least of the following : A] Allowance actually received. B] Rent paid in excess of 10% of Basic Salary C] 50% of Basic Salary 2. Any city in India other than the ones mentioned above: Least of the following : A] Allowance actually received B] Rent paid in excess of 10% of Basic Salary C] 40% of Basic Salary	**Tax Exempted**
A.11	**Group Personal Accident Insurance Premium**	Mandatory debit of INR 570 per annum. Sum insured is INR 25 Lacs	**-**
A.12	**Group Term Life Insurance Premium**	The Insured amount and corresponding premium [Mandatory debit] are as under: Total Committed Pay — Sum assured — Mandatory Debit (p.a.) Up to INR INR 24,99,975/- — INR 25 lac — INR 3,355/- p.a. From INR 24,99,975/- to INR 49,99,975/- — INR 50 lac — INR 9,687/- p.a. From INR 49,99,975/- to INR 74,99,975/- — INR 75 lac — INR 16,777/- p.a. From INR 74,99,975/- and above — INR 100 lac — INR 21,846/- p.a.	**-**

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ANNEXURE 1 - B			
Name : Rohini Saini			
Ref	**Components**	**Details**	**Remarks**
A.13	**Medical Insurance Premium i) Self, Spouse, 3 Dependent Children and Dependent Parents**	**Leader Family -** INR 17,860 per person per annum for self and spouse. INR 9,226 per child. Dependent parents will be covered by a floater Mediclaim Policy of INR 5 Lacs with a premium of INR 15,771 per annum. **Manager Family -** INR 15,771 per annum for self, spouse, 3 Dependent children (up to 25 years) and Dependent parents. Floater Mediclaim Policy of INR 5 lacs per annum.	**-**
B.1	**PF (Employer contribution)**	12% of Basic Salary.	**-**
B.2	**Gratuity/Ex-gratia**	4.81% of Basic Salary. This is paid on separation. If separation occurs before 5 years of service, the amount is paid as an ex-gratia and is fully taxable. In case of service more than 5 years an amount equivalent to 15 days Basic Pay (last drawn)x No. of completed years of service is paid on separation. Gratuity is tax-free upto INR 10 Lacs. Any amount paid over and above 10 Lacs is taxable and is paid as an ex-gratia.	**-**
C.1	**Bonus**	Payable as per Payment of Bonus Act	**-**
D.1	**Performance Linked Incentive**	The Performance Linked Incentive is a 'Deferred incentive' and is based on the Performance Management System of the Company. It is the variable component of the CTC and represents the potential earning to an employee.	**Taxable**

1. The income tax calculation is provisional and is based on the current Income Tax Rules. Any change in the Rules will impact the Income Tax projections.

2. Fixed Pay elements like Fuel & Maintenance, Medical Reimbursements, LTA are reimbursed based on the actual bills to be submitted and in case the same falls short of the amount chosen, balance will be paid as taxable allowance.

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Annexure I-C

COMPONENTS OF COMPENSATION

The Company follows a Cost to the Company (CTC) structure that reflects the total cost of an employee to the organization and includes all direct & indirect payments including benefits, perquisites, subsidies. It is so designed so as to provide flexibility to the employees in structuring their compensation package. However, the components within each category of payments are discretionary and the company has right to change these components any time without notice.

The main components under Cost to Company Structure are:

I. Fixed Pay

a) Basic Salary :

This is the base pay component of the fixed pay and is the reference salary for Provident Fund and Gratuity/Ex-gratia contribution. (Please refer **Point II Retirals** below.)

b) Fuel & Vehicle Maintenance Reimbursements :

All employees who have opted for a vehicle under company leased vehicle scheme are eligible for Fuel & Vehicle Maintenance Reimbursements. Additionally, employees who wish to use their self-owned vehicles are also eligible for the same. The limit for Fuel & Maintenance Reimbursements is as under:

Leader Family
Four Wheeler - INR 1,80,000 per annum
Two Wheeler - INR 24,000 per annum

Manager & Executive Family:
Four wheeler: Upto INR 100,000 per annum (extendable to INR 150,000 per annum, subject to certification of log book to be submitted to accounts)
Two wheeler: INR 24,000 per annum

Tax exemption will be subject to supporting provided as per limits defined above.

c) Children's Education Allowance (CEA)

To meet the expenses incurred by Employee towards the education expenses of employee's children. Maximum up to INR 100 per child per month subject to a maximum of two children is tax exempt.

d) Children's Hostel Allowance (CHA)

To meet the expenses incurred by Employee towards hostel expenses of Employee's children. Maximum up to INR 300 per child per month subject to a maximum of two children is tax exempt.

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e) Leave Travel Assistance (LTA)

LTA refers to the reimbursement that the Company provides towards the expenses incurred by employee on vacation travel with their families to any place within India. There are certain qualifying criteria for claiming LTA. These are detailed below:

- Employee must necessarily take 5 days of continuous Privilege Leave
- The family for this purpose includes spouse, unmarried dependent children upto two only, parents and dependent brothers and sisters.
- No advance is given towards LTA. It must be claimed as a reimbursement against actual bills and travel documents.

Entitlement: Employee has to decide on the quantum of LTA (could be upto 2 months' basic salary) that employee would like to avail as a part of his elected pay components. This choice has to be made by employee at the time of joining and subsequently at the beginning of every financial year. A mid-year change on the quantum of LTA is not permissible.

Two journeys, anywhere in India, in a block of four years is tax exempt. The current block is calendar year 2014 - 2017.

f) Medical Reimbursement

The expenses incurred by employee to meet health related expenditure, such as medicines, doctor's fees etc of the employee and his family members will be reimbursed upto a maximum of INR 15,000 per annum against production of bills..

Tax exemption is upto INR 15,000 per annum.

g) Conveyance Allowance

The expenses incurred by an employee for travelling from his residence to the office at the base location. However, this option can be availed only if the employee is not covered under the company car scheme.

Tax exemption is upto INR 19,200 per annum.

h) Sodexo / Accor Food & Gift Coupons

Sodexo / Accor Pass Meal Vouchers are food coupons that can be exchanged for food and beverages at over 11,000 affiliated establishments across India.

However, once purchased, these coupons cannot be redeemed for cash. Similarly, the Sodexo / Accor Pass Gift Vouchers can be used to buy daily necessities at over 6000 affiliated establishments across India.

Meal Vouchers up to INR 31,200 per annum is tax exempt.

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i) Gift Coupons

Upto INR 5,000 per annum is tax exempt.

j) House Rent Allowance (HRA)

House Rent Allowance is paid in order to meet the expenses incurred on account of rented accommodation.

Quantum of HRA will be decided by employee as a part of Employee Fixed Pay Breakup [50% of Basic salary in Mumbai, Delhi, Kolkata & Chennai (or) 40% of Basic salary in other locations].

The amount of HRA exempt from tax will be the least of the following amounts:

1. Actual HRA received (or)
2. Rent paid less 10% of Basic salary (or)
3. 50% of Basic salary in Mumbai, Delhi, Kolkata & Chennai (or) 40% of Basic salary in other locations

k) Company Owned Vehicle Scheme

1. All employees in the Manager and Leader Family (excluding Fixed Term Contract employees) are eligible for Company Leased Vehicle Scheme.
2. The vehicle will be registered in the name of the employee. However, the Registration Certificate and Insurance shall bear the hypothecation of the lessor (Leasing Company).
3. In accordance, the employee would be debited an amount of INR 2,602 per Lac of the vehicle value per month towards the Equated Monthly Installment (EMI) calculated at an interest rate of 12.5% per annum on monthly reducing balance basis for leasing period of 48 months.
4. Employee would have an option to buy the vehicle at a pre-determined market residual value of not less than 20% of the original net funded cost and he/she needs to fulfil the requisite formalities.
5. There would be no perquisite applicable for vehicles, under CLV plan.

Comprehensive Insurance coverage

1. Employees have a choice to select insurance between either bumper to bumper insurance or comprehensive insurance through the authorized third party provider. Company has negotiated preferential rates for motor insurance with the third party provider and employees would be required to purchase the insurance directly through the third party provider.
2. This option would be subject to appropriate VAT (currently 12.5%) & interest on EMI's.
3. Leasing company has corporate tie up's with some of the Insurance companies and employees can choose from those companies.

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l) Residual Choice Pay

The balance un-utilized amount under Fixed Pay is paid under this salary head as "Residual Choice Pay" and is subject to tax.

Please note that a declaration has to be made by the employee at the beginning of the financial year or within 7 days of joining the Company regarding the amounts to be claimed under each expense mentioned above. All bills / supporting documents are to be provided at the end of the financial year by 15 January.

m) Insurance - Personal Accident, Medical & Group Term Life Insurance

i) Group Personal Accident Insurance

The Sum insured is INR 25/- lacs and the corresponding debit towards premium is INR 570/- p.a.

Benefit Clauses

1. Death 100% of sum Insured.
2. Permanent Total disablement 100% of Sum Insured as per Insurance policy.
3. Permanent Partial disablement varies from 1% to 75% of sum insured as per insurance policy.
4. Temporal Total disablement 1% of capital sum insured per week subject a maximum of INR 5000 per week for a period of 100 weeks.

ii) Medical Coverage

Leader Family

Self, spouse and 3 dependent children up to 25 years will be covered by Company's Management Medical scheme on actual both for Domiciliary and Hospitalization. The Mandatory Debits are as follows.

Family Definition	Benefits	Mandatory Debit (p.a.)
Self and Spouse	At Actuals	INR 17,860/- per person p.a.
3 dependent Children upto 25 years of age	At Actuals	INR 9,226/- per child p.a.

Dependent parents of Leaders will be covered by the Floater Mediclaim policy. The total coverage will be INR 5 Lacs irrespective of the number of members covered. Hospitalization room category will be up to a maximum of Deluxe Single room. The mandatory debit will be INR 15,771/- per annum. This scheme does not cover expenditure for spectacles, General Health checkups, external appliances, ayurvedic and Homeopathic treatment.

Reimbursement of Dental treatment is limited to INR 15,000 per family per annum and cosmetic dentistry is not covered by the scheme.

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Manager Family

You will be covered by the Group Mediclaim Policy and will be entitled to reimbursement of hospitalization expenses for self and family as detailed in the table hereunder. The Mandatory debits as below will apply:

Family Definition	Benefits	Mandatory Debit (p.a.)
Self, Spouse and 3 dependent Children (up to 25 years) and dependent parents	Floater Mediclaim Policy of INR 5 Lacs	INR 15,771/- per annum per family of max. 7 persons.

Hospital Room Category - Maximum room eligibility of up to Non-Deluxe Single Room

iii) Group Term Life Insurance

Every Employee is insured by Group Term Life Insurance.

The Insured amount and corresponding premium [Mandatory debit] are as under:-

Total Committed Pay	Sum Assured	Debit in Fixed Pay
Up to INR 24,99,975/-	INR 25 Lacs	INR 3,355/- p.a.
From INR 24,99,975/- to INR 49,99,975/-	INR 50 Lacs	INR 9,687/- p.a.
From INR 49,99,975/- to INR 74,99,975/-	INR 75 Lacs	INR 16,777/- p.a.
INR 74,99,975/- and above	INR 100 Lacs	INR 21,846/- p.a.

BENEFIT CLAUSE

Total sum assured is payable to the employee's nominee upon death of the employee. However, nothing is payable on survival.

II.Retirals

a) Provident Fund

Employer contribution to the Provident Fund @ 12% of Basic salary.

The Company deducts 12% of the employee's Basic salary and makes an equal contribution, as per PF rules applicable currently. Both of these are remitted on a monthly basis to the company's PF Trust / RPFC. A part of the company's PF contribution is deposited to the Employees PF Pension Fund / RPFC, to provide employees with pension on retirement or after completing a specified period of service.

The employee is allowed to take loans for specific purpose (i.e. marriage of self & housing) against ones Provident Fund accumulations, as per the provisions of the Provident Fund Act.

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In case of separation prior to retirement, the employee will get his Provident Fund and Pension Fund accumulations transferred to his next employers. If employee is not taking up further employment, he may claim the PF accumulation after a waiting period of 60 days. In case the employee takes up further employment overseas, the waiting period of 60 days may be waived.

b) Gratuity/Ex-gratia

Employer contribution to the Company's Gratuity Fund @ 4.81% of Basic salary.

All Employees who have completed 5 years of continuous service with the Company are eligible to get gratuity on separation from the company. However, eligibility for contribution to the Gratuity Trust / Fund commences from day 1 of employment and in the event of separation before 5 years, the same will be paid as ex-gratia, except in case of separation arising out of disciplinary grounds.

Gratuity is calculated as under:

Last Drawn Basic Salary / 26 days x 15 days x number of completed years of service.

In the case of death, the minimum service requirement does not apply.

For the purpose of calculating Gratuity, periods of service of 6 months or more will be considered as equivalent to one year and less than 6 months will not be counted. Income Tax on Gratuity will be applicable as per Income Tax Rules.

In the event of an employee does not complete 5 years of continuous service, ex-gratia will be paid to the tune of gratuity accumulated and will be subject to prevailing Income Tax Rules.

III. Performance Linked Incentive (PLI):

PLI is computed on the basis of a combination of individual performance, business / functional performance of the area the employee is assigned to and (or) working for, and company performance.

PLI will be payable provided the employee is on the rolls of the Company & not serving notice period, when the amount is disbursed, notwithstanding any delay on the announcement of such disbursement.

PLI will be subject to tax.

Note: All tax exemptions, where applicable, will be as per the prevailing tax rules and laws.

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Annexure - II

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. **Medical Fitness:** Your being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. **Verification of Particulars:** In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary/ affiliate of our client/ associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

3. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that;

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein;

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions;

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants;

f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

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g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and

h. The terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and the terms, covenants, and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

4. DUTIES AND RESPONSIBILITIES:

a. Exclusivity: You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company and its Clients.

You are required to engage yourself exclusively in the work assigned by the company and its client and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest 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.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. Non Solicitation: You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Client or any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. Other Interests: You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. Controlling Interest: You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company or its clients. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

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e. Work hours: Your working hours at your place of posting shall be as per the rules and regulations of the Client, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. Non-disclosure: You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. Confidentiality: You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company and its clients. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its client or subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. Proprietary Rights: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning,

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transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or nonpublic communication with any customer, client or member of the investment community or media or in any communication.

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m. Confidential nature of terms of employment: You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. Model Release : You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. Enforceability: You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

5. TERMINATION OF EMPLOYMENT:

a. Employment AT-WILL: You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. Performance: Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. Superannuation: You will automatically retire from the service of the company on attaining the age of 58 years.

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d. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

i) Return to work within 8 days from the commencement of such absence, and
ii) Give an explanation to the satisfaction of the Management regarding such absence

e. Medical Fitness: The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. Notice Period: Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. Termination for Misconduct: Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

h. Harassment: The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

i. Non-compete: In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or other wise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of Reliance or any of its Group Companies.

j. Recovery of Payments: Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

6. GENERAL:

a. Training: You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be

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borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. Rules Regulations and Policy on Ethics: You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company and our client publish from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. Media Interaction: You will not interact with the media - electronic, print or otherwise in

i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

iii. You shall also not disclose non public information selectively to any particular group as it may lead to unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. Dispute Jurisdiction: It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. Entire Agreement: This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

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f. Age: Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. Change of address: You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. Passport: You are required to have a valid passport at all times and ensure that the same is renewed from time to time.

i. Suspension: You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

j. Travel: You shall make your own transport arrangements to and fro from the place of work.

k. Documentation: Please submit the following documents, if not submitted earlier:

i. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
ii. Three copies of your recent passport size photographs with blue background.
iii. Relieving letter & salary certificate from your last employer in case you are/were employed.
iv. Copy of Aadhar Card / Passport / Voter ID / License / any other document for photo identity and PAN card.
v. Copy of any Government Bill / Telephone Bill / Electricity Bill / Gas Bill / Bank Account Statement / Ration Card / Aadhar Card / Passport/ any other document as proof of your residence.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:Rohini Saini

Signature

Date:

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