



**PRIVATE & CONFIDENTIAL**

28<sup>th</sup> September 2020

**Shweta Sateesh Parulekar**

Estrol Villa, Near Raghavendra Math Temple Township, Dandeli – 581325

Dear Shweta,

On behalf of Mast Global Business Services India Private Limited with its registered office at Manyata Embassy Business Park 5<sup>th</sup> floor, Block H2(Mountain Ash) Outer ring road, Nagawara Hobli, Bengaluru-560 045, Karnataka, India. Mast Global Business Services India Private Limited, a part of the L Brands Group, we are pleased to have you join us as **Assistant Data Specialist**. This letter, together with the other documents referred to herein and rules, policies, procedures and decisions referred to in Annexure B clause 5(A) will constitute an employment agreement and regulate your employment with the Company.

**1. COMMENCEMENT DATE AND TERM**

- a. Unless we mutually agree otherwise in writing, you will commence employment from 28<sup>th</sup> September 2020 for the purposes of determining your entitlement to leave, the Commencement Date shall be taken into consideration.
- b. Unless your employment is terminated earlier in accordance with this Employment Agreement, you shall retire from the employment of the Company and cease to be an employee upon attaining the age of [60] years.

**2. TITLE AND DUTIES**

- a. You shall be employed in the position of **Assistant Data Specialist**. The discharge of your responsibilities you will be required to report directly to Manager. You will perform all acts, duties and obligations and comply with such orders as may be designated by the Company and which are reasonably consistent with your job title. The Company may require you to undertake the duties of another position, either in addition to or instead of the above duties. You will not be required to perform duties which are not reasonably within your capabilities, as determined by the Company.

**3. REMUNERATION, PERFORMANCE AND REVIEW**

- a. Your total target gross salary with its break-up along with your guaranteed annual bonus amount will be as stated in Annexure A to this Employment Agreement. The guaranteed annual bonus will be pro-rated to the number of days of your employment with the Company in a calendar year. All payments due to you during the course of your employment shall be made subject to applicable statutory withholdings. You will however be responsible for your own personal income tax in India.
- b. The Company and your superiors shall review your performance at least once a year. Your remuneration package shall next be reviewed in April, 2021 subject to the performance of the Company as well as your performance.

**4. PLACE OF PERFORMANCE**

- a. Your principal place of employment during your period of service shall be at the Company's office located at Manyata Embassy Business Park 5<sup>th</sup> floor, Block H2(Mountain Ash) Outer ring road, Nagawara Hobli, Bengaluru-560 045, Karnataka, India
- b. The Company reserves the right to transfer you to any other location of the Company within India or outside or assign your employment to one of its affiliates on the same terms and agreement as this Employment Agreement.

## 5. INCENTIVE COMPENSATION

Subject to the rules, policies, procedures and decisions referred to in Clause 5(A), you will be entitled to participate in the Incentive Compensation (cash bonus) Program of the Company. Your participation in the above mentioned programme will begin in 28<sup>th</sup> September 2020 at a target level of 5% of your annual base gross salary. This cash bonus is not guaranteed and its payment will be subject to above-mentioned rules, policies, procedures and decisions

## 6. WORK HOURS AND TRAVEL

- a. Your regular work hours shall be from 0730 Hours to 1630 hours 1030 hours to 1930 hours or 1230 hours to 2130 hours Monday to Friday, inclusive of both days. The Company reserves the right to change your work hours. You may also be required to work outside the abovementioned normal work hours for efficient discharge of your responsibilities, although, subject to applicable law, you shall not be entitled to additional remuneration for hours worked in excess of your normal hours.
- b. You may from time to time be required to travel within and outside India, in order to complete your job requirements. While travelling on approved business, subject to the Company Policy, you will be reimbursed for all expenses actually incurred, provided the same has been authorized.

## 7. ANNUAL LEAVE

Subject to applicable law, you will be entitled, on a pro rata basis, to 18 days of paid annual leave and 15 days of paid annual sick leave. You will also be entitled to 12 public holidays applicable to your employment in the state of Karnataka.

## 8. ADDITIONAL BENEFITS

- a. **Medical, Personal Accidental and Life Insurance** - With effect from the Commencement Date, you will be entitled to participate in the Company's insurance schemes. Under the said schemes the insurance premium shall be paid entirely by the Company.
- b. **Provident Fund** - You will be eligible for membership to the Employee Provident Fund Scheme ("EPF Scheme") of the Company. In terms of the scheme, you and the Company shall each contribute an amount equalling twelve (12%) percent of your basic salary, dearness allowance, and retaining allowance if applicable, to the credit of your provident fund account. The Employee Provident Fund Scheme of the Company shall be subject to change, in accordance with applicable laws. On such a change, your contribution to the fund and that of the company shall be suitably modified. From the Company's contribution as mentioned above, such percentage as prescribed by applicable law will be deposited into a pension fund as prescribed by applicable law.
- c. **Gratuity** – You will be entitled to gratuity in accordance with the applicable laws.
- d. **Other Statutory Benefits** – You will be entitled to such other benefits as are applicable to your employment pursuant to applicable law.

## 9. PROBATION & TERMINATION

- a. Starting from the Commencement Date, you shall be under probation for a period of 3 months during which period your performance shall be monitored and you will be imparted valuable professional skills and training. This probation period shall, at the option of the Company, be extendable by such further periods as the Company deems necessary to evaluate your performance levels. During the period of probation, your employment may be terminated by the Company at any time without compensation of any kind if your performance or conduct is considered to be unsatisfactory. Your probation shall end and your employment with the Company shall be deemed to have been confirmed after a period of 3 months from the Commencement Date, unless a written communication not confirming your employment with the Company or extending your probation is received by you from the Company on or before the expiry of such 3 months. After the confirmation of your employment as mentioned above, the Company shall be entitled to terminate your employment, by giving two month written notice of its intention to do so. The Company may also terminate your employment with such shorter notice period that it deems necessary by paying you salary in lieu of notice period not provided. You may terminate your employment by giving two month written notice of your intention to do so. You will be liable to pay to the Company an amount equal to two month salary in lieu of notice for failure to comply with the notice requirement contained in this Clause. Waiving of notice period is solely at the discretion of the management even though the employee is willing to pay the notice period pay.



- b. Notwithstanding anything mentioned in this Employment Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Company property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Employment Agreement or Company Policy or other documents or directions of the Company, or irregularity in attendance, or your unauthorized absence from the place of work for more than 3 working days or upon you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients, or which brings yourself, the Company and/or L Brands Group into disrepute.

#### 10. BACKGROUND VERIFICATION

- a. The Company may conduct your background verification check either by itself and/or through an external agency and the information so collected for the purposes of such background verification check may be retained by the Company and/or such external agency. By signing this letter, you acknowledge and expressly consent to the Company conducting such background verification check and agree to provide all the necessary documents and information required by the Company and/or the agency engaged by the Company and provide all necessary assistance in connection therewith. In case such background verification check is conducted through an external agency, this agency may contact you after you have communicated your acceptance of this offer to us and the details of this external agency employed by the Company for conducting such background verification check will be furnished to you by the Company.
- b. The Company may also be required to transfer, store or disclose such information to other Company affiliates and/or other third parties in relation to your employment. By signing this letter, you also provide your express consent to the Company and other persons as mentioned above to collect, transfer, disclose, store and/or use the sensitive personal data or information about you.
- c. If any information you have provided is false or misleading in any respects or if you have failed to provide any information that is relevant for the purpose of your employment by the Company, then the Company shall be at liberty to terminate your employment without any notice at its absolute discretion including after acceptance of the offer of employment by you or signing of this Employment Agreement.
- d. You declare and confirm that all information provided by you to the Company is true, complete and correct and that no information which is relevant for the Company taking a decision with regard to your employment by the Company has been suppressed or not provided to the Company.
- e. Your employment with the Company is subject to successful completion of the background verification check to the satisfaction of the Company. In the event the results of the background verification check are not to the satisfaction of the Company, the Company shall be at liberty to terminate your employment without any notice at its absolute discretion including after acceptance of the offer of employment by you or signing of this Employment Agreement.

We extend our personal best wishes to you in this new and exciting challenge and, wish you have every success in your assignment. Welcome to the Company!!

Yours sincerely,  
For and on behalf of  
Mast Global Business Services India Private Limited

Digitally signed  
by JENNIFER  
PRAKASH  
Date: 2020.09.25  
20:35:36 +05'30'

Jennifer Prakash  
Sr. Manager – Talent Acquisition

I confirm my agreement to the  
above terms



Name SHWETA SATEESH PARULEKAR  
Identity/Passport No.: 601408567477  
Date: 25/09/2020

# total rewards



Name: Shweta Sateesh Parulekar

Title: Assistant Data Specialist

## Annexure to offer letter

Fixed Salary Summary		Per Month (₹)	No.of Months	New Annual (₹)
a	Basic Salary	9,722	12	116,664
b	House Rent Allowance	3,889	12	46,668
c	Special Allowances	10,694	12	128,328
d	Guarantee year end bonus to be paid in Dec			24,305
GROSS SALARY		24,305		315,965
e	Provident Fund Employer's Contribution	1,800	12	21,600
TOTAL FIXED COST		26,105		337,565
f	Incentive compensation (IC)/bonus based on business performance			15,738
An IC target @ 5% is established as a percentage of annual gross salary assuming 100% payout with a maximum payout up to two times target.				
TOTAL TARGET GROSS		26,105		353,363

Monthly Gross

24,305





#### Benefits

Medical Insurance coverage for self, parents, spouse & 3 children upto	₹ 500,000
Personal Accident Insurance Coverage for Self upto 3 times of total fixed cost i.e.	₹ 1,547,664
Group Life Insurance Coverage for Self upto	₹ 2,000,000
Subsidized Transport Facility	

\* This statement contains personalized information and estimated projections about your compensation and benefits at the Company. If applicable, any one time payment is calculated based upon a percentage of the previous year's total earnings including overtime. Cash and non-cash compensation are not guaranteed. This summary in no way constitutes any guarantees on the part of the Company, potential values are based on assumptions and assume continued employment with the Company, its parent or one of its affiliates. All compensation components are governed by official plan documents, award agreements and the Board of Directors of the Company's parent, not by this statement. If there is any conflict or inconsistency between information on this statement and the terms and provisions of the official plan documents or insurance policies, the terms and provisions of the official plan documents and insurance policies will govern. The Company reserves the full right to change or discontinue all or any part of these benefits programs at any time. Nothing contained in this statement creates any guarantee of future employment for any term or creates any obligation on the part of the Company, and the employment relationship may be terminated by either party at any time, with or without cause, and with or without notice.

*The customer rules! Passion leads to success. Inclusion makes us stronger. It matters how we play the game.*



## 'Annexure B'

### Mast Global Associate Policies

#### **1 COMPLIANCE WITH THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT OF 1977 AND APPLICABLE LAW**

You should understand that, as a highly visible representative of the L Brands Group in a foreign location, you should be familiar with and adhere to the L Brands Group's policy and local laws in the conduct of all business operations. Failure to comply can subject you and the L Brands Group to legal penalties and may also result in your dismissal. It is imperative that you obey both the spirit and the letter of the law to advance L Brands Group's image as a good "corporate citizen" in the foreign countries in which it operates. Specifically, you shall not make or give any gratuity, gift or other payment to influence government or business decisions. Further, all payments for goods and services made by you shall be made only under customary trade terms that reflect their fair value.

#### **2 CONFLICT OF INTEREST**

- a. You shall not, during the period of employment, pursuant to this Employment Agreement, work for any other person, firm or association in any capacity whatsoever or do or conduct any private business. This restriction would also apply to being on the board of directors of any company or undertaking services for companies and / or organizations being managed by members of your family.
- b. You shall not at any time during your employment and for a period of 1 year thereafter, for any reason, either on your own account or for any other person or entity, solicit, interfere with, entice or endeavour to solicit, interfere with or entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer, contractor or employee of, or is in the habit of dealing with the Company or any of its affiliates.
- c. Without prejudice to the above provisions of this Annexure Clause 2, you shall not do anything that may conflict with your obligation to the Company, unless you have prior approval of the Company.
- d. You shall also disclose any potential conflict of interest to the Company before you commence your employment and at any time during your employment with the Company.
- e. You agree and acknowledge that the obligations and restrictions as set out in this Annexure Clause 2 are required to protect the interests of the Company, its goodwill and to protect and secure the business of the Company and a violation of any of the terms of this Clause will cause irreparable injury to the Company. You further agree that in the event such restrictions shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause valid and effective. Notwithstanding the limitation of this provision by any law for the time being in force, you undertake to, at all times observe and be bound by the spirit of this Annexure Clause 2. Provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Clause 11 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.
- f. You agree that the remuneration and benefits granted to you by the Company forms adequate consideration for your obligations under this Annexure Clause 2.

#### **3. CONFIDENTIALITY**

- a. You shall treat as strictly confidential, the Confidential Information during your employment and for [3] years from the expiry or sooner termination of your employment. Further, you shall not copy, reproduce and / or disclose any of the Confidential Information to any other party without the prior written consent of the Company. The Confidential Information shall only be used for the performance of your work responsibilities and in connection with the Company's business.



- b. Confidential Information shall include but is not limited to the proprietary technical and commercial information, instruction and product information, financial arrangements, salary and compensation information, competitive status, pricing policies, knowledge of suppliers, technical capabilities, discoveries, algorithms, concepts, intellectual property rights, software in any state of development, designs, drawings, specifications, techniques, models, data, technical manuals, training guides and manuals, research and development materials, processes, procedures, know-how and other business affairs relating to the Company and / or any of its affiliates, customers, clients, vendors, suppliers, consultants or service providers.
- c. Upon expiry or sooner termination of your employment, you shall promptly return to the Company all the Confidential Information. Any breach of this condition would entitle the Company to take such action as it would deem appropriate in the circumstances and/or to claim damages.
- d. You further agree that you shall use all reasonable endeavours to prevent the publication, misuse or disclosure of any such Confidential Information.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- a. You shall have no right, title or interest whatsoever over the Company's Intellectual Property or the Intellectual Property created or developed by you in the course of your employment with the Company and shall not be entitled to use or exploit the same in any manner whatsoever other than in the course of and for the purposes of your employment with the Company. For the purpose of this Employment Agreement, "Intellectual Property" shall mean
  - (i) all trademarks, service marks, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith and all applications, registrations and renewals in connection therewith;
  - (ii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith;
  - (iii) all mask works and all applications, registrations and renewals in connection therewith,
  - (iv) all computer software (including data and related documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications;
  - (v) all inventions including any severable or non-severable improvements thereof;
  - (vi) all other proprietary rights of whatsoever description whether or not protected and whether or not capable of protection; and
  - (vii) all copies and tangible embodiments of the above regardless of form and medium.
- b. It is understood that all Intellectual Property created by you in the course of your employment with the Company shall be "works for hire" and shall irrevocably vest with the Company worldwide and in perpetuity without the Company being required to pay any royalty or additional consideration. You will execute and otherwise cooperate with the Company in the process and registration of all such rights, title etc. in favour of the Company, if deemed necessary by the Company. You hereby authorize the Company to act as your attorney for the above purpose.
- c. To the extent that any rights, title or any other interest in the Intellectual Property contemplated in Clause 4(a) is found, as a matter of law, to be not owned by the Company, you hereby assign to the Company in perpetuity, on a worldwide basis, free from all encumbrances, all the benefits, rights (vested, contingent and future), privileges, interests, title and advantages in the Intellectual Property, for all mediums and modes of exploitation whether existing or which may come into existence or commercial use in future, whether acquired or developed by you individually or in conjunction with others (irrespective of whether such others are associated with the Company or not) during the course of your employment with the Company.



- d. If, and to the extent that, as a matter of law, ownership, title, or any rights or interest in or to any of the Intellectual Property mentioned in 5(c) cannot be or are not capable of being assigned, you irrevocably agree to grant, and hereby grant, to the Company an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered or invented and for whatever purpose, any rights to the Intellectual Property that cannot be, or are not capable of being, assigned, including the right to create sub-license.
- e. You acknowledge and confirm that the rights conveyed/assigned to the Company under this Employment Agreement or which otherwise belong to the Company may be exercised by the Company at any point in time at its own discretion and failure on part of the Company to exercise such assigned rights shall not result in reversion of, or prejudice to, any such rights. You agree that you shall not attempt to register at any point in time any intellectual property rights or other similar rights that may amount to infringement or result in any other violation of the Intellectual Property as covered under this Clause 4. You acknowledge that you, on your own volition, choose to waive your moral rights in relation to any Intellectual Property as provided under this Clause 4.
- f. You acknowledge and agree that no separate consideration is being assigned for your obligations under this Clause 4 including the assignment of Intellectual Property hereunder and further agree that INR 100 shall be the consideration (paid as part of the remuneration payable to you) for such obligations including such assignment of Intellectual Property, which you acknowledge is good, adequate and sufficient consideration for such obligations including such assignment of Intellectual Property.

## **5. MISCELLANEOUS**

- a. On signing of this Employment Agreement, you agree to be bound by all of the rules, policies, procedures and decisions of [Mast Global Business Services India Private Limited] and those of the L Brands Group, including without limitation, those found at <http://msthrfweb> and further agree that the Company and the L Brands Group reserves the right to make such changes, additions or deletions to such rules, policies, procedures and decisions as they determine in their sole discretion. In the event of any inconsistency inter-se between the abovementioned and/or on their applicability, a clarification or determination by the Company shall be final and binding on you.
- b. You acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of the terms of this Employment Agreement by you and that any such breach would cause the Company and its affiliates, irreparable harm. Accordingly, you also agree that, in the event of any breach or threatened breach of this Employment Agreement, the Company shall, in addition to any other remedies at law or in equity it may have, be entitled to equitable relief, including appropriate injunctive relief and specific performance.
- c. Any notice to be given by you or the Company may be made or given at the following address by post, courier or fax. The addresses and names of the persons to whom the said notices shall be sent are as follows:

### **If to the Company**

Address : Manyata Embassy Business Park 5<sup>th</sup> floor, Block H2 (Mountain Ash) Outer ring road, Nagawara  
Hobli, Bengaluru-560 045, Karnataka, India

Fax :

To the attention of : Arun Dutta

### **If to you**

Address : Estrol Villa, Near Raghavendra Math Temple Township, Dandeli – 581325

Fax :

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) in case (i) does not apply, the expiry of seven (7) business days after posting, if sent by post or courier.



- d. You will keep the Company informed of your latest postal address at all times and intimate it in writing in cases of change of address. Any communication sent to you by the Company on the last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.
- e. You agree to indemnify and hold the Company, its affiliates, its employees, customers and clients harmless from and against any damages, liability, actions, suits or other claims suffered or incurred by any or more of them as a result of your breach of the terms of this Employment Agreement.
- f. This Employment Agreement shall be binding on the successors and permitted assigns of the Company and shall inure to the benefit of and be enforceable by and against the Company's successors and permitted assigns. You cannot assign this Employment Agreement nor transfer your obligations hereunder without the prior written consent of the Company. The Company shall be free to assign this Employment Agreement in favour of another person without requiring your consent.
- g. This Employment Agreement represents the entire understanding between you and the Company with respect to the subject matter hereof, and supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral with respect to the subject matter hereof, including without limitation, any understandings, agreements or obligations with respect to any past or future compensation, bonuses, reimbursements or other payments to you from the Company.
- h. The Clause headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Employment Agreement.
- i. You shall do such acts and things, execute such documents and provide such reasonable assistance as may be required to consummate the transactions contemplated by this Employment Agreement. You shall provide such further documents or instruments required by the Company or any other party as may be reasonably necessary or desirable to effect the purpose of this Employment Agreement and to carry out its provisions.
- j. This Employment Agreement shall be construed in accordance with and governed by the laws of India and all disputes under this Agreement shall be finally resolved by arbitration under the LCIA India Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Bangalore and the language to be used in the arbitration shall be English. Subject to the provision for arbitration, courts in Bangalore will have exclusive jurisdiction in any action or proceeding arising out of or relating to this Employment Agreement.
- k. If any provision of this Employment Agreement is held to be unenforceable, it will be deemed to be severed from the remaining portion of the Employment Agreement so as to ensure that the rest of this Employment Agreement is valid and enforceable.
- l. The contents of this Employment Agreement are highly confidential and are to be discussed only with the undersigned and your immediate supervisor in the Company.

The terms and provisions of this Employment Agreement which by their nature, are intended to survive the termination including but not limited to the provisions of clauses in Annexure B of 2, 3, 4, 5(b), 5(c), 5(d), 5(i), 5(k) and 5(l) of this Employment Agreement shall survive any termination of this Employment Agreement.

Yours sincerely,  
For and on behalf of  
Mast Global Business Services India Private Limited

Digitally signed  
by JENNIFER  
PRAKASH  
Date:  
2020.09.25  
20:36:09 +05'30'

Jennifer Prakash  
Sr. Manager - Talent Acquisition

I confirm my agreement to the  
above terms



Name SHWETA SATEESH PARULEKAR  
Identity/Passport No.: 601408567477  
Date: 25/09/2020

## CALL LETTER

Date: 09-05-19

Dear Shweta Parulekar

We are happy to inform you that you have been short listed in our screening test.

Training in our incubation centre starts on 17<sup>th</sup> June 2019.

On the date of joining we would explain you in detail the schedules.

### NOTE:

- We do not charge for the complete training which takes 3 months
- We do not charge you for any interviews and placement activity conducted at our end.
- The training includes **Core Java, Manual Testing, SQL & Aptitude.**
- No other programs are included in this training module.

### RULES: following rules to be followed for placement activities:

- You should have 90% attendance in class room / practical session
- Should be ready to relocate to different cities for job / interviews (Bangalore, Chennai, Hyderabad, Pune and Delhi)
- Complete the given assignments in time.
- Give everyday presentation
- Bring this offer letter on the first day with all semester marks cards, 10<sup>th</sup> 12<sup>th</sup>, PUC documents and any other Govt ID proof.

This letter is valid on the date of joining. If you join on any other date, free training will not be valid. You may have to pay the fees.

  
Thank & Regards  
QSPIDERS CAMPUS CONNECT  
Mb: 7338651653

USN NO .....