

Annexure A

Terms and Conditions

You shall be governed by the following terms and conditions.

Your Title:

Your title is indicative of KGISL's strong leadership expectation from you and is not indicative of any internal hierarchy or position. We urge you to embrace KGISL values and understand the criticality of your position to lead in a non-hierarchical and boundary less environment.

Statement of Facts:

All information furnished by you in support of your qualification, experience etc are taken as bonafide and true. Anything contrary or misleading in this respect will amount to breach of trust and the Company reserves the right to take appropriate disciplinary action against you, including summary termination of employment at any time without notice and without being liable to pay compensation whatsoever. At the same time, the company shall be entitled to recover from you any loss or damages which the company may suffer in the event of its acting on false information and records furnished by you.

Place of Work:

Your Employment will be at the Company's Office or at the Company's client location, as required. It is understood and agreed that the company can transfer your services to any of our Departments, Divisions, Offices managed by this company in India or abroad. The Company reserves the right to transfer you on a temporary or permanent basis to other job functions, departments, or locations or one shift to another shift or one department to another department within the Company when necessary. Your services can also be transferred to any of the Company's branches or Associate Companies or affiliates in which the Company has business interests based on the exigencies of the Company. In case you do not hold a valid passport, please apply for one immediately as you may be required to travel at short notice.

Benefits:

Benefits as outlined herein and in KGiSL policies in this regard are subject to change from time to time at the company's discretion.

Duties:

During working hours, you shall use your best energies and abilities to serve the Company faithfully. You shall comply with the rules, regulations, and procedures as notified by the Company from time to time, in letter and spirit. During your employment, you shall entirely devote your time, attention, and abilities to do the work. You shall fully co-operate with your colleagues in complying with the work requirements in effectively carrying out the assignment to the satisfaction of your Head of the department.

Conflict of Interest:

Your position with the Company calls for the whole time employment and you will devote yourself exclusively to the business of the company. You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged or concerned with any other business or Employment during or outside your hours of employment in the company. You shall however, undertake honorary work of social or charitable nature, literary, artistic, or scientific only with the express written

permission from the competent authority authorized by the Management. During your Employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the company. Also, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.

Hours of work and Leave:

Your working hours, weekly offs, periods of work, public holidays, leave rules etc will be governed by the rules and regulations applicable to the entity to which you will be attached. You will have to punch the attendance card or mark the attendance in any manner as may be prescribed from time to time. You may be required to invest additional hours of work when the situation demands.

Conduct:

You shall at all times maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions. You shall honor and comply with all rules and regulations of the Company and statutory requirements in letter and spirit.

Confidentiality:

You shall maintain utmost secrecy with regard to confidential and proprietary information relating to the company. Information pertaining to operations and intellectual property is confidential and you will have to sign a non-disclosure agreement with the company. The copy of the same will provide to you. If you are bound by the confidentiality agreement with the previous company, you must notify the company and indemnify the company against any breach thereof. You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your salary and benefits with anyone, but with the Manager you report to.

Acceptable use of Internet:

Employees accessing the Internet are representing the company. All communications should be for professional reasons. Employees are responsible for seeing that. Use of Internet must not disrupt the operation of the company network or the network of other users. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users. Failure to observe copyright or license agreements may result in disciplinary action by the company or legal action by the copyright owner. Employees are not allowed to use the Internet for their personal use and benefits. Violations of any guidelines listed above will result in revoking of an employee's Internet privileges and may result in disciplinary action up to and including termination of employment. You will be provided a copy of KGISL's Internet and Email policy when you begin working for KGISL.

Property Right:

During the tenure of your employment any product designed or developed and maintained by you are the sole properties of the company. It is agreed that you will not claim the right of such products now or in future, which was developed by you during the employment in our company.

SEXUAL HARASSMENT

KGISL wants you to have a work environment free of sexual harassment by the management personnel, by your coworkers and by others with whom you must interact in the course of your work as a KGISL employee. Sexual harassment is specifically prohibited as unlawful and as a violation of KGISL's policy. KGISL is responsible for preventing sexual harassment in the workplace, for taking immediate

corrective action to stop sexual harassment in the workplace and for promptly investigating any allegation of work related sexual harassment. You will be provided a copy of KGISL's sexual harassment policy when you begin working for KGISL.

General Conditions: You will be governed by all the company's rules and regulations that are in force now and also those, which may come into force from time to time even if they are not individually notified to you in writing. The company has sole and absolute right to change any of its rules and regulations at any time to meet the exigencies of business. That in the event of you leaving, abandoning or resigning from the services or if the services are terminated by the company for breach of any terms and conditions of the service or any other reason, you shall not directly or indirectly engage in carry on or be a part of the process of in which you was engaged / trained in at present and is being carried on by the Company and the you shall nor serve in any capacity whatsoever or be associated with any person, firm or company carrying on similar business as that of the company either in India or Abroad, for a period of Two years thereafter.

Separation from the Company:

You will not be relieved from your employment until you finish the work entrusted to you or as agreed with company by way of Agreement/Contract by you. Subject to the above, you wish to resign or leave the services of the company; you will be required to give THREE months notice in writing. The company at its sole discretion may accept three month's gross salary, or part thereof, in lieu of the notice. The company may terminate your services without assigning any reason at any time. During probation / training, your services are liable to be terminated by the company without giving any notice or assigning any reason thereof. Your confirmation of services would be subject to your performance meeting the requisite standards, which will be in writing.

If you are absent from duties for 5 or more working days continuously without leave/ authorization from the company, it will presumed that you have voluntarily given up the employment in the company and your name stands removed from the payrolls/other records of the company from the date of your absent. In case of breach of trust or your behavior and conduct is detrimental to the interest of the Company and/or affects the smooth running of the business in any manner, the Company reserves the right to discontinue your Employment without notice or any compensation whatsoever. It is your responsibility to notify the company any changes in your personal information within 3 days. All notices shall be considered duly and properly delivered to the address on the file with the company and all available legal actions will also be initiated against you by the company

I accept the terms and conditions of the Company mentioned above.

Signature:

Name:

Date: