

August 29, 2024

APPOINTMENT LETTER

To,
Akshera Mehrotra
THATHERI TOLA, LAHARPUR, SITAPUR UTTAR PRADESH - 261135

The terms and conditions of your employment discussed and agreed upon with **Choice Equity Broking Private Limited** are set out herein below:

1. Appointment

1.1 With reference to your application and subsequent interviews with us, we are pleased to offer you the position of **Assistant Manager - Business Development** in **Choice Equity Broking Private Limited**.

1.2 This appointment is effective from **19-Aug-2024** and will continue for an indefinite term unless terminated in accordance with the terms and conditions as set out herein. Company will treat no previous employment as continuous with your Employment covered in this Agreement.

1.3 You will be initially working in **Lucknow**, Business Development, reporting to **State Head** or such other person as the Company may determine from time to time. You agree to carry out such other jobs connected with or incidental to and which are necessary for business of Company any other work assigned to you, which you are capable of doing or work at any other post which has been temporarily assigned to you. Your designation and the area of work under your span of control can be revised or enhanced or varied as and when deemed necessary by Company.

1.4 Company reserves the right to change your place of work to any other locations either temporarily or permanently as the business may require. Company may require you to work at any other location or with its group companies or offices at any locations overseas or in India as Company may from time to time determine.

1.5 You will retire from the services of the Company on attainment of sixty (60) years of age or as per applicable law.

1.6 Your date of birth for the purpose of Company's record shall be such as is ascertainable from any government document in the nature of including but not limited to a pan card; birth certificate; school leaving certificate; passport as submitted by you..

1.7 You acknowledge that you have clearly understood that you are leaving at your own wish, risk and responsibility whatever position you may already hold. And that by entering into this Agreement or performing any obligations under it you will not be in breach of any other agreement, obligation or undertaking. You also warrant that you hold all internal and external qualification, accreditations, certifications and regulatory approvals (both internal and external) and immediately notify the Company if you cease to hold them.


1.8 This Agreement is a conditional contract subject to Company (i) having obtained satisfactory information about you in relation to the Company's pre-employment verification checks; (ii) receiving any necessary regulatory approvals. All formalities connected therewith should be completed within a span of 30 days from the date of joining.

1.9 This Agreement is also conditional upon and subject to the Company's receipt prior to the commencement date of satisfactory original evidence of your right to work and carry out the employment legally in India. If you do not comply with this condition, Company reserves the right to withdraw its offer of employment and this Agreement will have no legal effect. If at any time during the employment you are unable to comply with this condition you shall immediately notify Company.

2. Probation

2.1 You will be on probation period of 180 days from the date of joining service. During this period your performance on the job and your suitability for the role will be evaluated. Based on your performance and conduct, this period may be decreased or increased at sole discretion of the management. On the completion of [Probation Period], on an assessment of your performance and suitability, your services may at Company sole discretion be:

(a) confirmed by Company in writing; or



- (b) Maybe extended for such other further periods as Company may deem fit ("Probation Period"); or
- (c) Your services with Company may be immediately terminated.

During Probation you will be required to give 15 days' notice in case you wish to leave your services.

3. Remuneration

3.1 Your total employment compensation will be Rs. **288000/- (Rupees Two Lakh EightyEight Thousand Only)** per annum. Compensation is confidential between you and Company. You are requested to maintain the confidentiality and not disclose your compensation package to others. In the event of a breach Company will be liable to terminate your services immediately i.e. without any notice or salary in lieu of notice.

3.2 The salary will be payable monthly in arrears by the seventh (7th) day of each subsequent calendar month (or where the seventh (7th) day falls on a non-working day, payment will normally be made on the next working day): Your total employment compensation shall be inclusive of any fees to which you may be entitled and shall be subject to appropriate income tax and other statutory deductions as applicable under the law.

3.3 Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the sole discretion of the management of Company and shall not be considered merely as a matter of right. Any increase will be at the sole discretion of Company which will be notified to you in writing and will take effect as notified by Company. You shall be governed by the Company's performance management system, as applicable from time to time. On completion of your probationary period, you will be entitled to the benefits as and allowances with retrospective effect from your joining date.

4. Deductions

4.1 Company may deduct from any amounts due to you such tax or contributions or their equivalents as it may be required to deduct by law.

4.2 You hereby authorize Company to deduct from your remuneration at any time and in any event on termination, howsoever arising, any sums due from you to Company including, without limitation, any overpayments, loans or advances made to you by Company, any overpayments in respect of annual leave taken in excess of your entitlement.

4.3 In case you mark attendance through OD application, there must be a corresponding CRM entry validating the same. The absence of the CRM entry there would lead to loss of pay for that particular day.

5. Working Hours

5.1 Your normal hours of work are forty eight (48) hours per week with a lunch break of one hour daily, but you are expected to work such additional hours as necessary to fulfill your duties under this Agreement. Company reserves the right to vary your working hours as necessary to meet the changing needs of the business. You will not be entitled to any overtime.

6. Annual leave

6.1 In addition to the usual public holidays as notified by the Company, you are entitled to twenty one (21) days per financial year. The annual leave year runs from 1st April to 31st March in each year. In this year of commencement of your employment, your basic leave entitlement will be calculated pro rata based on full months worked in the year post confirmation.

6.2 You must comply with Company's policies and procedures relating to annual leave entitlements

6.3 You must give reasonable notice of any holiday you wish to take. Holiday requests must be approved by your line manager. Such requests will normally be approved, but from time to time business requirements and other leave requests granted during the same period may make it necessary for Company to refuse your request.

7. Sickness and other absence

7.1 You must notify your immediate line manager on the first day of sickness or other absence. You must state the reason for absence and the date on which you expect to return. If the absence lasts for three (3) consecutive days or more (including weekends) you must submit a doctor's certificate to the company. On the return you must record your absence through the HR Software online management system.

8. Termination

Notwithstanding any other provision in this Agreement, Company is entitled to terminate your employment with immediate effect and without notice or compensation where you have:

- (a) committed an act of gross misconduct or serious negligence or neglect in the performance of, or failed to perform, any of your duties this Agreement; or
- (b) committed any serious breach, or repeated or continued a material breach, of the terms of your employment; or
- (c) been negligence and incompetent in the performance of your duties in the reasonable opinion of Company, or ceased to hold the qualifications necessary to carry out your work for Company; or
- (d) been guilty of conduct (including outside the workplace and online) which has brought or may bring yourself or Company into disrepute, or which is materially adverse to the interests of any group companies or which has irreparably damaged the working relationship between you and the group companies; or
- (e) been convicted, firstly, of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended or, secondly, of an offence under any statutory enactment or regulation relating to insider dealing; or
- (f) become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or (g) been disqualified or prohibited by law from holding office in Company or any group companies; or
- (h) been guilty of a serious breach of the rules or regulations or applicable code of practice of any relevant regulatory authority, Company or any group companies; or
- (i) failed or ceased to meet the requirements of any regulatory body whose consent is required for you to undertake your duties under this Agreement; or
- (j) Not satisfied Company in respect of your pre-employment verification checks and testimonials submitted.

The rights of Company under this clause 11.1 are without prejudice to any other rights that it might have at law to terminate your employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by Company in exercising such a right termination will not constitute a waiver of it.

8.1 If Company believes that it may be entitled to terminate the employment or it wishes to investigate any matter concerning you, it shall be entitled (without prejudice to its right subsequently to terminate the employment on the same or any other ground) or to suspend you on full pay for long as it may think fit.

8.2 Company may at its absolute discretion terminates your employment by giving not less than **1 Month** written notice to you to that effect or without notice (or part thereof) by paying you a sum equal to monthly basic salary less any appropriate deductions. You shall not be entitled to any holiday pay which may otherwise have accrued during what has been your notice period.

8.3 If any time you are unable to perform your duties properly because of ill health, accident or otherwise for a period or periods totaling at least six (6) months in any way twelve (12) calendar months, or you become legally incapable by reason of the mental disorder of managing and administering your property and affairs, then Company may at its absolute discretion terminates your employment by giving not less than one (1) months written notice to you to that effect. Your entitlement or contingent entitlement to any payments or benefits arising out of or in any way in connection with the employment (including, without limitation ,any entitlement to life assurance) shall be subject to the company's right to terminate this Agreement and the employment in accordance with this or any other term of this Agreement.

8.4 At any time, including after the termination of this Agreement for whatever reason, you will undertake at the reasonable request of Company, to assist the group companies in cases of litigation where you have been involved in the business underlying the dispute.

8.5 During any period of notice of termination Company:

- (a) shall not be obliged to provide any work for you and may withdraw any powers vested in, or duties assigned to, you or assign you to other duties;
 - (b) may ask you to resign immediately from any offices you may hold in any group companies; (c) may exclude you from any premises of any group companies;
 - (d) Shall require you to return all equipment, documents and other material (including copies) belonging to Company or the group companies containing confidential information.
 - (e) may require you not to contact or attempt to contact any client, customer, supplier, professional adviser, or employee of Company or any group companies; and
 - (f) May appoint any other person or persons to act in your place.
- Provided always that throughout any such period you shall continue to receive your salary, and contractual benefits and your obligations under this assignment – both express and implied – shall remain in full force and effect (including, for the avoidance of doubt, your duties of fidelity and good health).

8.6 In case you wish to terminate your services, you will be required to provide written notice of not less than **60** or salary in lieu thereof.

8.7 Upon termination of your Employment with Company (for whatever reason) or where Company exercises its powers pursuant to clause 8.6, you shall:

- (a) Without compensation resign from all offices held by you in any group companies and shall transfer to Company without payment;
- (b) Return immediate all and any property belonging to group and delete any information relating to the business of the group companies that is stored on any personal computer or storage media or otherwise in any electronic form and which is in your possession, custody or control;
- (c) Comply with the handover procedures contained in the Group Employee Responsibilities Policy from time to time in force and inform the Company of relevant computer passwords used by you; and
- (d) Immediate repay all outstanding debts or loans due to Company or any group companies

8.9 Return of Company Property

- a) You shall promptly or upon request by the Company and in any event upon the expiry/ resignation or termination of your employment, return and surrender the Company laptop/ desktop and other assigned assets, all such confidential information including without limitation, data, information, files, books, magazines, reports, documents, manuals, any knowledge database in whatever form including but not limited to electronically held data that concerns the business of the Company which may have been prepared by you or come into your possession custody or control in the course of your employment
- b) You shall not keep any copies of these items in any form whatsoever.
- c) Violation of this clause may attract legal action.

9. Financial Regulatory Legislation and Outside Business Interests

9.1 You must comply with all relevant laws, regulation, rules of any applicable regulator (including the Financial Conduct Authority and the Prudential Regulations Authority) and policy of Company or the group companies, in relation to the business of the group companies.

9.2 Your attention is drawn to Company's Personal Account Dealing and Outside Business Interests Policy and Procedures, as well as to the Subsidiary Governance Policy. You must not be involved in any way in insider-dealing.

9.3 Except with the prior written consent of management; you will not during your employment be directly or indirectly employed, engaged, concerned or interested in any other trade, business, undertaking or occupation whatsoever, other than the business of Company and its group companies.

9.4 You shall not introduce to any other person, firm, bank or organization, business of any kind which the Company and its group companies are able to perform and you will not have any financial interest in or derive any financial or other interest or benefit from contracts or transactions made by Company or the group companies with any third party without first disclosing such interest or benefit to management and obtaining their approval thereto.

10. Monitoring Practices and Use of the Company and Group Companies Systems (Group)

10.1 By signing this Agreement, you acknowledge that access to the Group's computer and telephone system is provided for business purposes and may be monitored to protect its legitimate business interest, comply with legal and regulatory obligation and ensure compliance with Company or the group companies, procedure & rules.

10.2 You must comply with all group policies and procedure and any reasonable instructions which relate to use of the Group's Information Technology (IT) systems, including privately owned systems used for the Group's business.

11. Confidential Information and Company and Group Companies Systems (Group) Documents

11.1 You will not during the continuance of your Employment (except in the proper course of your duties) or at any time without limit thereafter, to detriment or prejudice of Company and/or any Group companies;

- (a) divulge or communicate to any person, company, business entity or other organization; or

(b) use for your own purposes or for any purposes other than those of Company or the group companies; or (c) through any failure to exercise due care and diligence, cause any unauthorized disclosure of ;

Any confidential information concerning the business or affairs of Company or the group companies which have come to your knowledge during your employment, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any action or inaction on your part.

11.2 All notes, memoranda, records, lists of clients, customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs, tapes and software media, data listings, codes, designs and drawings and all other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of Company or the group companies (and any copies of the same);

(a) Shall be and remain the property of Company, or the relevant group companies; and

(b) Shall not be removed or photocopied for your subsequent use and all such materials (and all copies thereof) shall be handed over by you to Company or to the relevant group companies (or permanently deleted from any computer hardware and software and other discs, tapes or software storage media not owned by the group) on demand and in any event on the termination of the employment.

11.3 During the course of your employment and after your separation for a period of one year you shall not motivate, coerce, pursue, instigate or facilitate any customer of Choice group of companies to shift existing business to any other organization or individual.

11.4 During the course of your employment and after your separation for a period of one year you shall not motivate, coerce, pursue, instigate or facilitate any employee of Choice group of companies to shift existing business to any other organization or individual.

12. Intellectual Property

12.1 You agree that any intellectual property created by you in the course of your employment or in any way affecting or relating to the business of Company or the group companies or capable of being used or adapted for use in it or in connection with it shall belong to and be the absolute property of Company or the group companies as Company may direct and you hereby waive any moral rights you may have in such intellectual property. To the extent that they do not automatically vest in Company or the group companies as Company may direct by the operation of law, you hereby assign absolutely to Company or the group companies as Company may direct all past, present and future rights in any such intellectual property together with the right to claim damages and all other remedies for infringement. To the extent that such rights cannot be excluded, nothing in this clause 15 shall be construed as limiting or excluding the rights of you or Company or under applicable legislation relating to employee created intellectual property.

13. Grievance, Disciplinary and Performance Procedure

Details of the applicable non-contractual grievance procedure and non-contractual disciplinary and performance procedure are available on HR Software.

14. Data Protection

14.1 You consent to Company and any group companies processing your personal data for the purpose of and in connection with your employment, for Company's and the group companies business and administrative purposes and for the purposes of complying with applicable laws, regulation and procedures. In addition you consent to Company and/or the group companies processing sensitive personal data relating to you and in particular information relating to your physical or mental health or condition, trade union membership and racial or ethnic origins. You further consent that Company and any group companies may, when necessary for these purposes, make such data available to other group companies, to their advisers, to their agents, to parties providing products and/or services to Company or any group companies (including, without limitation, IT systems suppliers, pensions, benefits and payroll administrators), to any customer or business contact if necessary for Company or the group companies business operations, to regulatory and tax authorities, to any potential purchasers or merger partner of Company or any group companies or their business or subscriber to Company shares or as required by law.

14.2 During the continuance of your employment, you agree to comply at all times with any applicable data protection legislation. You agree that where, during your employment with Company, you process personal data (whether relating to prospective,

current or future employees of Company or the group companies at any time, clients or customers of Company or the group companies or any persons) you will comply at all times with relevant legislation.

15. Group Code of conduct & Other Policies

15.1 It is a term of this Agreement that you comply with the Company Code of Conduct and the Group Information Security, Employee Responsibilities, Management Responsibilities, Money Laundering, Anti-Bribery and Health & Safety policies (the Code Conduct and all policies available on the Group Policies & Procedures Site on HR Software) and any other policies from time to time in force that are communicated to you. It is your duty to ensure you read, understand and comply with the Code of Conduct and these policies within the specified timeframe and regularly thereafter.

15.2 If local requirements are stricter than the Group Code of the Conduct they must be followed. Copies of other HR policies and procedures are also contained on HR Software, and you should familiarise yourself with all such policies. You are required to comply with all Company and applicable group companies' policies and procedures whether set out on HR Software, or in any other format as published from time to time. Company may amend, withdraw or replace any of its policies or procedures from time to time as it sees fit and you shall be deemed to be aware of the same. Breach of these policies and procedures may lead to disciplinary action under relevant procedures and may result in dismissal without notice or compensation

15.3 You shall follow all profile norms such as not to give any type of commitment to the client for any personal gains.

15.4 You should execute all the transactions on recorded line.

15.5 For all offline clients you should get signature on ledger for all the transactions executed, on quarterly basis.

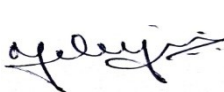
15.6 If you fail to keep Compliance norms, and it affects company's interest and makes losses in client's account due to non-following of rules and regulations of company and normal norms of trade execution practice, you will be entitled to termination and liable to pay monetary loss to the company from your remuneration and/or full and final settlement.

16. Relevant Law

16.1 This Agreement takes effect under, is governed by and is to be interpreted accordingly to the laws of India and the courts in Mumbai will have exclusive jurisdiction to entertain any suits. Please confirm your acceptance of the Terms and Conditions of Employment by signing and returning a copy of this letter to HR Personnel at the address given below. This offer is conditional on you having returned a signed copy of this agreement by Date of joining and will lapse if you have not done so.

Congratulations on your appointment. Please accept our best wishes for your career with Company.

For and on behalf of **Choice Equity Broking Private Limited**



Neha Jain

Authorized Signatory

Dated: August 29, 2024

I acknowledge receipt of this Appointment Letter and agree to the terms and conditions set out above.

Signed

Dated

Accepted By:

Akshera Mehrotra

