

26 September 2024

Vansh Gupta
Shalimar bagh
Delhi, 110088
vanshguptamarch31@gmail.com

PRIVATE AND CONFIDENTIAL

Subject: Offer of Employment ("Offer")

Dear Vansh,

At Mercer, our people are our greatest asset. Throughout the interview process, you demonstrated that your skills and experience are a strong fit for the role and we are confident that you will have many opportunities to build a rewarding and challenging career with us. We are pleased to confirm our offer of employment to you to join **Mercer Consulting (India) Private Limited** (the "Company", "we/us/our") as **Analyst - Actuarial in Valuation Services**. We know that you will be an important contributor to our success.

In this full time role, you will report to the Director - Actuarial, currently Bani Dhir, and you will work at our **Gurugram - DLF Building** office. This position is in salary grade **B** in Zone 1 and is eligible for overtime pay in accordance with our Overtime Policy.

Your annual fixed compensation, which includes our contribution to the Employees' Provident Fund and any other applicable social security benefit, will be **INR 560,000** and is subject to all taxes and imposts required by law. Your pay will be reviewed as part of our annual performance appraisal process. Because you will be starting with us during the 4th quarter, your first performance appraisal will be for your performance in 2025.

You will be eligible for a bonus under our Annual Incentive Plan ("AIP") which is governed by the AIP Plan document; you will receive a copy after you join us. AIP bonuses are non-contractual, discretionary, and based on your grade level and the attainment of performance goals by both the Company and you. For your grade level, the opportunity for a discretionary AIP bonus is approximately 10 % of your annual fixed compensation. Any AIP bonus is payable no later than the end of March of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by us and are not working out any period of notice, whether notice was issued by you or the Company, on the date the AIP bonus payment is made. Any AIP bonus payment is subject to all taxes and imposts required by law. Given your likely start date, you will not receive an AIP bonus for your performance in 2024 but will be eligible for your performance in 2025.

Additional detail about your proposed compensation can be found in Appendix 2.

This offer of employment and your continued employment are contingent upon your satisfactory completion of background and/or reference checks. Once you have accepted this offer of employment, we will provide you with instructions on how to initiate the background check process. We reserve the right to rescind this offer if you cannot satisfy our background checks or completion of the required education course.

Your Offer with us is also conditioned on:

- the accuracy of the representations you have given us in your resume or otherwise, including any testimonials and information you have provided;
- the fact that you do not have a criminal record (ongoing criminal proceedings or convictions) for offences relating to dishonesty or financial crimes (e.g., money laundering, fraud, corruption), breach of trust or misuse of official or fiduciary position, or involving moral turpitude;
- your provision of your specific consent to background verification and documentation checks and the completion of these to our satisfaction; these checks may include credit, employment and education verification, health check-up, criminal background checks and reference checks;
- you being in a fit state of health to provide services to us, supported by medical documents/certificate as asked; and
- you being free from any contractual and legal restrictions which would prevent you from accepting this Offer or starting work on the date upon which we have agreed.
- If you are not currently an Indian Citizen, you having all the required legal authorizations to work in India, including an employment visa and any other validation documents and you adhering to the immigration laws of for the duration of your employment with us

If you are not able to satisfy all of these conditions, this Offer will be revoked; if for some reason you have started working for us, your employment will be terminated without serving you any notice period.


To fully understand the terms of this Offer, you should read and familiarize yourself with additional terms and conditions which will govern your employment with the Company if you accept this Offer that are set out in *Appendix 1* ("Employment Contract").

We have agreed that you will join us on **14 October 2024**. If circumstances change and we are able to do so, we may agree to change your start date, which will be considered as the Effective Date.

To accept this Offer, you should acknowledge your full agreement with its terms by electronically signing below within seven days of receiving this offer.

We hope that you accept this offer of employment - we are certain that a career with us will provide you with significant opportunities and rewarding professional challenges. In the interim, if you have any questions or concerns, do not hesitate to contact me. We look forward to working with you.

Sincerely,



26 September 2024

Jaspreet Singh Bakshi, Senior Leader – India HR
Mercer Consulting (India) Private Limited

Accepted and Agreed:

signHere1 dateSigned1
Vansh Gupta (Date)

Appendix 1: Terms and Conditions of Employment / Employment Contract

This contract is between Mercer Consulting (India) Private Limited, ("Company, we/us/our")

and

Vansh Gupta ("you/your")

Our Offer, the terms and conditions in Appendix 1 and Appendix 2 together constitute the entire agreement between you and us ("Agreement").

1. Commencement of Employment and Probationary Period

Your employment under this Agreement will begin on 14 October 2024 or as mutually agreed between you and the Company.

Your employment will be subject to a probation period of six months with the Company ("Probationary Period"). Once you have, in our sole discretion, successfully completed your Probationary Period, your services will stand automatically confirmed. If your performance is not satisfactory during your Probationary Period, the period may be extended, at our sole discretion, and you will be given a probation extension letter.

2. Job Title

Your job title is Analyst - Actuarial. This title may be changed and does not define or limit your duties. You may be required to carry out other duties, which we reasonably consider appropriate, to undertake any training or retraining and to obtain and retain qualifications.

3. Hours of Work

You will be required to work at least 40 hours, excluding breaks, over a 5 day work week. You agree and acknowledge that the Company can increase your working hours from time to time subject to maximum limit allowed under local law regulations.

4. Duties

- a. You acknowledge and agree that you shall:
 - i. comply with the terms of this Agreement;
 - ii. perform the tasks in the job description and other duties, responsibilities, and obligations consistent with your position in an efficient and competent manner; and
 - iii. carry out your duties in accordance with the directions of the Company as the Company and/or any other person appointed by the Company will from time to time determine.

We reserve the right to amend your job description and include additional duties as may reasonably be required to meet the needs of the business.

- b. You agree that you shall not enter into any contract, agreement or arrangement with any third party that binds the Company or creates any liability or obligation upon the Company without obtaining a specific prior written permission from the Company.

- c. You shall not communicate with the media in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company. Further, during the Term of this Agreement and any time after it ends, you shall not make, repeat or publish any false, disparaging, defamatory, accusatory, or derogatory remarks or references about the Company or the Associated Company to any third party, whether orally or in writing, or take any such action that might reasonably be expected to cause damage or harm to the Company or any Associated Company or their employees.

"Associated Company" means any member of the Marsh & McLennan Companies, Inc. ("Marsh McLennan") group of companies and includes any individual, corporation, partnership, limited liability company, association, trust or other entity that directly or indirectly controls or is controlled by the Company.

- d. You shall not engage in any acts or deeds that would reflect in a detrimental fashion on the interests of the Company, tarnish the reputation of the Company or cause the Company to be involved in any legal or ethical controversy.

- e. You shall immediately inform the Company of the occurrence or notification of any criminal proceedings or any bankruptcy or insolvency event against you.

- f. You shall not use the Company's resources or property for personal use.

- g. All matters relating to your appointment and compensation are purely a matter between you and the Company, and therefore this information and any future changes pertaining to the same must be treated as strictly personal and confidential.

5. Location

Your primary place of work will be our office in Gurugram - DLF Building. However, after giving you reasonable notice, we may permanently or temporarily require you to accept a move to a reasonable new work location or move your employment to any of our group entities, as we may deem fit and proper. You expressly acknowledge and will accept a transition of work location and/or employment subject to reasonable notice.

During your employment, you may need to visit locations other than your primary place of work, including traveling both within India and abroad from time to time.

You acknowledge and accept that in our sole discretion, we may require you to work from home for a time period deemed appropriate for business needs. If that occurs, this does not change your primary work location and you are expected to return to working in the office location to which you are assigned when asked or required to do so. Any work from home arrangement will comply with all the applicable laws/regulations and our policies.

6. Salary Review, Salary Changes and Benefits

- a. Your salary will be reviewed on an annual basis. Any salary increase is at the absolute discretion of the Company. Your salary will not necessarily increase even after your annual performance appraisal.
- b. Subject to applicable law, the Company has the right to vary, amend and modify any item of your salary package, including your benefits, as per the Company's policies.
- c. Notwithstanding anything contrary in this Agreement, the Company's liability for statutory benefits payable to you, including gratuity, will be subject to the following:
 - i. all statutory payments will be payable only if the Company is statutorily required under the applicable laws to make such payments to you; and
 - ii. the Company's maximum liability towards any benefit payable to you will be capped to the statutory limits as prescribed under the applicable laws.

7. Data

- a. In connection with your employment, we may receive personal data and/or sensitive personal data, relating to you or third parties associated with you, such as your legal dependents. The term "data" includes information and other related terms as well. This data may be received directly from you or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Subject to the applicable laws in India, you agree that we may process and/or /share this personal data and/or sensitive personal data. This type of sharing may only occur with government agencies mandated under the law to obtain information including sensitive personal data or information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences or any other legal obligations.
- b. You wilfully and knowingly consent to the following, subject to the compliance of provisions of laws applicable to you and to the Company:
 - i. the processing of your personal data by us;
 - ii. the collection and processing of your sensitive personal data for purposes relating to your employment, such as legal, personnel, administrative, and management purposes, and, in particular, to the processing of any data relating to you that qualifies as 'Sensitive Personal Data or Information' and/or 'Personal Information' as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011), or any other future legislation in India;
 - iii. the transfer of your personal or sensitive personal data by us to other colleagues and offices of the Marsh McLennan group worldwide and to third parties where disclosure to the third parties is required in the normal course of business or in connection to employment, or under applicable laws; and use of your personal images and voices in marketing material, videos and the like;
 - iv. treating any personal or sensitive personal data to which you have access in the course of your employment strictly in accordance with our policies and procedures and not using any such data for any other purpose, other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- c. The rights described above which you have granted to the Company under this provision will be construed as your consent to allow us to possess, process, collect and transfer your personal data or sensitive personal data (the term "personal data" or "sensitive personal data" used herein shall be interpreted in the widest sense allowed under applicable and future laws) in the manner prescribed under any new law which may apply to you and the Company in the future. You also consent to us for transferring your information to countries which do not provide the same level of data protection as India.

8. Controlling Laws, Practices & Company Policies

- a. This Agreement and any services rendered in compliance with this Agreement are subject to all applicable laws and to all applicable Company policies. Your rights and obligations and those of the Company under or in connection with this Agreement will be determined in accordance with applicable laws.
- b. You agree to abide by our code of conduct, *The Greater Good*, and any other policies of Marsh McLennan or an Associated Company that you are required to follow. These may be changed from time to time.
- c. As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh McLennan compliance policies found on the Marsh McLennan compliance website (integrity.mmc.com) as updated from time to time including, but not limited to, the Marsh McLennan code of conduct, *The Greater Good*, and any other required compliance training. During the course of your employment, you must complete any required online compliance training we deem appropriate for your position on or before the mandatory completion date assigned by the system. You must also read, understand and abide by all applicable Company compliance policies found on our intranet/website.

9. Time-Off

You are entitled to certain paid holidays and you will also accrue paid Annual Leave as provided under our applicable policies; these may be amended from time to time due to change in law or business policy. This entitlement will be prorated for part time colleagues. In your first year with us, you shall receive a pro-rata proportion of your Annual Leave entitlement based on the number of months you have worked for us in your calendar year of hire. You may be required to take Annual Leave at a time the Company requires. If you leave the Company, you are entitled to be paid for any accrued but unused Annual Leave. If you have already taken more Annual Leave that you have accrued, we will deduct a pro-rata amount from any monies owing to you at the time.

10. Illness

If you are prevented by ill-health, accident or other urgent necessity from reporting for work or performing your duties, you must inform your line manager as soon as possible and provide us with all relevant information or documentation that we may reasonably require. We may require you to undergo an examination by a qualified registered medical practitioner appointed or agreed to by the Company, and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave you receive under our policies may be treated as leave without salary if you have no other unused leave balance available.

11. Disciplinary and Grievance Procedures

You will be subject to our applicable policies and processes relating to discipline, performance and grievance. If you have any grievance relating to your employment, you agree to escalate the matter in line with our policies and processes.

12. Deductions

Subject to applicable laws, we will be entitled to deduct any monies you owe us from your salary or from any payment due to you upon the termination of your employment or during your employment. This includes, but is not limited to, repayment of any loans or advances, repayment of any overpaid holiday or annual leave pay, salary or benefits, and the cost of any damage to or failure to return our property. We shall operate this clause in a fair and reasonable manner.

13. Exclusivity of Service and Other Interests

- a. During your employment, you agree to devote your full time and attention to your duties of employment.
- b. Unless you have obtained the prior written consent of the Company, you may not directly or indirectly engage in, be concerned with, provide services to, have any financial or other interest in, or accept any other engagement or appointment in any other business activity or other non-business activity or public office, even if it is not competitive with the Company's businesses. This includes service as an employee, officer, director, agent, partner, consultant, or otherwise.
- c. This provision does not apply if, for investment purposes only, you hold an interest in any class of securities in a company which is quoted on any Recognised Investment Exchange provided that such an investment is carried out by you to manage your personal finances.
- d. You must not directly or indirectly receive or obtain any discount, rebate, commission, or other benefit in respect of any business transacted, whether or not by you, by or on behalf of the Company or any Associated Company. If you do obtain a discount, rebate, commission, or other benefit, you must immediately report either the amount received or the value of the benefit you obtained to a member of the Compliance team. This requirement also applies if the benefit or value is received by any of your family members and relatives or any company, firm, business entity, or other organisation in which you and/or your family members and relatives have a direct or indirect interest.
- e. You agree that you have disclosed fully all circumstances which are or may be a conflict of interest between the Company or any Associated Company and you or your family members and relatives. You agree to disclose, fully and in writing, any circumstances which may arise at any time during your employment to the Compliance team.

14. Confidential Information

- a. Confidential Information includes all non-public information disclosed by the Company to you or made available to you through your employment, whether orally or in writing, in whatever form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Confidential Information includes the information which is confidential and proprietary to the Company and/or its Associated Companies and/or to certain third parties. These third parties may be entities with which the Company and/or its Associated Companies has/have contractual relationships or to which the Company or any Associated Company owe/owes a duty of confidentiality. Any of this information was disclosed to or obtained by you from the Company and/or its Associated Company and/or such third parties, in whatever form.
- b. You agree that during and after your employment with the Company, you shall not, directly or indirectly, divulge or make use of any Confidential Information of the Company other than in the performance of your duties for the Company. You shall make all reasonable efforts to protect and maintain the confidentiality of the Confidential Information of the Company. In the event that you become aware of unauthorized disclosures of the Confidential Information by anyone at any time, whether intentionally or by accident, you shall promptly notify the Company. This Agreement does not limit the remedies available to the Company under common or applicable law as to trade secrets or other types of confidential information.
- c. You acknowledge and agree that the provisions of this clause are reasonable as to time, scope and territory given the Company's need to protect its Confidential Information and its relationships and goodwill with its customers, suppliers, employees and contractors, all of which have been developed at great time and expense to the Company. You represent that you have the skills and abilities to obtain alternative employment that would not violate these restrictive covenants in the event that you leaves the Company, and that these restrictive covenants do not pose an undue hardship on you. You further acknowledge that your breach of any of the provisions of clause would likely cause irreparable injury to the Company, and therefore entitle the Company to injunctive relief, in addition to any other remedies available in law or equity.
- d. The Company meets the highest standards in its approach to competition and in relation to its expectations for ethical competition. The Company will not seek nor will it expect you to reveal Confidential Information from your former employers. You hereby represent and warrant that in course of your employment, you shall not use or reproduce any confidential information or trade secrets belonging to your former employer or any third party in breach of any contract or applicable laws.

15. Intellectual Property Rights - Inventions, Copyright and Design Rights

Registered Office : 1201-02, Tower 2, One World Centre, Jupiter Mills, Centre, Senapati Bapat Marg, Elphinstone Road,, Mumbai, Mumbai City, Maharashtra, India, 400013
CIN: U51102MH1997PTC384266

a. **Intellectual Property** includes, but is not limited to, copyright rights, trademark rights, patent rights, trade secrets, moral rights, rights of publicity, authors' rights, contract and licensing rights, goodwill, and all other intellectual property rights that may exist now and/or hereafter come into existence. It also includes all renewals and extensions thereof, regardless of whether such rights arise under the laws of any state, country, or jurisdiction and all other information developed by you on, prior to or after the commencement of your employment with the Company.

b. **Prior Inventions:** You have submitted a complete report to the Company with all supporting documents relating to any Intellectual Property developed by you on or prior to the commencement of your employment with the Company ("**Prior Inventions**").

c. **Assignment of Work Product and Inventions:** You hereby assign and grant to the Company (and will upon request take any actions needed to formally assign and grant to the Company) the sole and exclusive ownership of any and all intellectual property or Intellectual Property Rights (IPRs) collected or developed by you alone or with others, during your employment with the Company. This duty applies whether or not the forgoing intellectual property or IPRs are made or prepared in the course of employment with the Company, so long as such intellectual property or IPRs relate to the business of the Company and have been developed in whole or in part during the employment. You agree to advise the Company in writing of each invention that you, alone or with others, makes or conceives during the employment and which relate to the business of the Company. Notwithstanding any provision of this Agreement, you shall not be required to assign, nor shall you be deemed to have assigned, any of your rights in any invention that you develop entirely on his own time without using Company's equipment, supplies, facilities, or trade secrets, except for inventions that either:

- i. relate, at the time that the invention is conceived or reduced to practice, to the business of the Company or to actual or demonstrably anticipated research or development of the Company; or
- ii. result from any work performed by you for the Company on behalf of the Company.

Inventions which you developed before you came to work for the Company, if any, are excluded from this clause ("**Prior Inventions**"). Your failure to provide / describe Prior Inventions under this Agreement shall be deemed an admission by you that you do not have any pre-existing inventions.

16. Retirement Age

Subject to the applicable laws and the Company policies, you shall automatically retire from your employment/ service of the Company on attaining the superannuating age of 60 years.

17. Suspension

a. The Company will be entitled to place you on Suspension during the period of any disciplinary enquiry for the purposes of conducting a thorough, fair, and speedy investigation. Further, subject to the applicable laws, you may be put on Suspension with or without pay, as may be solely decided by the Company.

b. You shall be obliged to comply with all such instructions as may be issued by the Company during any Suspension.

c. Subject to the applicable laws, in the event of economic slowdown, the Company being under financial stress, any force majeure event or any unanticipated circumstance that causes any disruption in provision of work and a reduction in the kind of work you perform, or any other occurrence affecting the normal working of the business in relation to the work you are employed to do, in order to avoid having to permanently terminate your employment which would otherwise be inevitable, the Company may and will always be entitled to:

- i. temporarily suspend your employment ("Suspension") or place you on a temporary leave ("Furlough") with either a reduced salary or no salary, during the period of Furlough or Suspension; or
- ii. take any such measure the Company deems in its sole discretion

You shall be under an obligation to be bound by such decision.

18. Termination of your Employment

The following provisions and clauses are related to the termination of your employment, whether voluntary or involuntary.

a. Notice Periods for Termination

During your Probationary Period, you are required to provide us with at least 1 month written notice to terminate this Agreement. After you have completed your Probationary Period and become a confirmed employee, you are required to provide us with at least 3 months' written notice to terminate this Agreement.

If we terminate your employment for any reason other than for Cause (as defined below), you will be given 1 month's notice if you are in your Probationary Period and 3 months' notice if you are a confirmed employee.

We reserve the right to require you not to attend work or undertake any duties in relation to your employment during the notice period. We also reserve the right to pay you in lieu of notice. The notice period(s) provided in this section is in addition to any notice period required by applicable law.

b. Offer on Liquidation and/or Corporate Action

If your employment is terminated by reason of the liquidation of the parent company of the Company for the purpose of compromise, arrangement reconstruction, merger, spin-off, acquisition, amalgamation, or by reason of any reorganisation of the Company or due to any other corporate action (including a transfer of establishment, unit or undertaking) and you have been offered employment with the employer succeeding to the Company upon terms no less favourable to you than the terms in effect under this Agreement, then you shall have no legal or contractual claim against the Company by reason of the termination of your employment.

c. Cause

Notwithstanding the foregoing, the Company can immediately terminate this Agreement in case of Cause, which includes:

- i. your act of fraud or gross negligence or dishonesty;
- ii. your violation of any confidentiality or non-competition obligation owed to the Company;
- iii. your breach of any criminal or securities law;
- iv. your persistent negligence or material failure to adequately perform the services and duties required of you under this Agreement;
- v. your insubordination or failure to comply with the directions given to you by the Company without reasonable cause;
- vi. your breach of the Company's code of conduct, *The Greater Good*, or any other applicable policy;
- vii. your wilful engagement in conduct demonstrably and materially injurious to the Company, financially or otherwise, and/or your breach of integrity, embezzlement or misappropriation or misuse or causing damage to the Company's property;
- viii. irregularity in your attendance or your unauthorized or unapproved absence (including overstay of leave/training) from the place of work for a continuous period of five consecutive working days;
- ix. your failure to perform or discharge your duties and/or responsibilities efficiently or within the Company's expectations in accordance with the terms of this Agreement;
- x. acting or taking decisions which are outside your scope of work or for which you are not authorized; or
- xi. material breach of any other provision of this Agreement or other Company policies which is either not curable or, if curable, is not cured within a given time after receipt of notice from the Company containing a description of the breach or breaches alleged to have occurred.

d. Limitation of Liability

If the termination of your employment is found to be wrongful by an appropriate Court in India based on a non-appealable order, the Company's maximum liability will be three months of salary as payable under the terms of this Agreement.

The Company will have no liability to you with respect to the claims arising out of, in connection with, or resulting from this Agreement, whether in contract, tort (including negligence of any degree) or otherwise except for the payment of salary as payable under the terms of this Agreement.

e. Repayment of Training Costs

If you voluntarily resign or if your employment is terminated for misconduct within 12 months of completing a training session that the Company paid for, then the Company reserves the right to recover all costs incurred by the Company for such training session from you. You may also be required to enter into training contracts before participating in any specific training assigned to you that may have specified claw back terms on the cost of the training incurred.

f. Return of Company Property

- i. When your employment ends or at any other time if you are requested to do so, you must return all property, Confidential Information and Intellectual Property (as defined under this Agreement) of the Company acquired by or in your possession under this Agreement and belonging to or relating to the Company, any Associated Company or the business of the Company or any Associated Company. At all times, you are responsible for ensuring proper care and safety of all property belonging to or relating to the Company (including, without limitation, any IT/electronic assets, Company data or information, identification badges, etc.) which is in your possession whether working from office or home.
- ii. In the event your employment with the Company is terminated or comes to an end, you shall sign and deliver to the Company relevant documents including, but not limited to, a relieving letter as provided by the Company, without any additional consideration or benefit.
- iii. It is further agreed and understood that until you have returned all of the Company's property, Confidential Information and Intellectual Property, and you have received your documents related to your exit formalities including, but not limited to, the relieving letter, the Company will be entitled to withhold any salary, emoluments, or other dues then or in future payable to you. You recognize and agree that the Company will be entitled to recover from you, and you shall be bound and liable to make good to the Company, any losses suffered by the Company on account of your misuse of the Company's property, Confidential Information, and Intellectual Property and/or any damage caused to the Company's property, Confidential Information and Intellectual Property whilst in the custody of or entrusted to you. The Company will have the right to initiate legal proceedings against you, including the right to refuse payment of your full and final settlement dues as well as handover of the relieving letter to you, if you fail to return any of the Company's property which is in your possession within 5 days of the effective date of termination or requisition by the Company.

g. Absconding

In the event of your continuous absence for five consecutive working days or more without permission from your manager, you shall be deemed, without prejudice to the Company's rights and remedies, to have abandoned your employment with the Company. This will be deemed as repudiation of the Agreement by you and not as a termination of your employment by the Company.

19. Non-Solicitation

a. Non-Solicitation of Clients and Potential Clients

On termination of your employment, you agree that for a period of the 12 months following your last day of employment, you shall not directly or indirectly, on your own behalf or on behalf of another third party:

- i. solicit Clients or Potential Clients (as defined below) for the purpose of selling or providing products or services of the type sold or provided by you while employed by the Company;
- ii. induce Clients or Potential Clients to terminate, cancel, not renew or not place business with the Company or any Associated Company;
- iii. provide or supervise the provision of services to any Clients or Potential Clients of the type provided or supervised by you while you were employed by the Company;
- iv. sell, provide or supervise the sale or provision of products to any Client or Potential Client of the type sold or provided by you while you were employed by the Company; or

- v. assist others to do the acts specified in parts (i)-(iv) above.

For the purposes of this Section 19(a):

i. "Client" means any person, firm, company or other organization who or which is or was a client of the Company or an Associated Company and with whom or which you had Contact or about whom or which you obtained Confidential Information or trade secrets during the last two (2) years of your employment with the Company;

ii. "Potential Client" means any person, firm, company or other organization who or which is in discussion with the Company or any Associated Company concerning the provision of goods or services by the Company or any Associated Company of the type provided or sold by you on the termination of your employment, or at any time during the last six (6) months of your employment, and with whom or which you had Contact or about whom or which you obtained Confidential Information; and

iii. "Contact" means interaction between you and the Client or Potential Client which takes place to further the business relationship, or making (or assisting or supervising the making of) sales to, or performing or providing (or assisting or supervising the performance or provision of) services or products, for the Client or Potential Client on behalf of the Company or any Associated Company.

b. Non-Solicitation of Employees

You covenant and agree that during the course of your employment with the Company and for 12 months after the termination of your employment, regardless of the reason for the employment termination, you will not directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the Company, with whom you had personal contact or supervised while performing your job duties, to terminate their employment relationship with us or otherwise act contrary to the interests of the Company.

c. Sufficient Consideration

You agree that the compensation payable under this Agreement is sufficient consideration for this clause, and that the time and scope limitations in this clause are reasonable and will not impair your ability or preclude you to earn a livelihood.

d. Equitable Relief

In recognition of the fact that irreparable injury will result to the Company or Associated Company in the event of a breach by the Employee of his or her obligations under this Section 19, and that monetary damages for such breach would not be readily calculable, and that the Company and/or Associated Company would not have an adequate remedy at law therefore, you acknowledge, consent, and agrees that in the event of such breach or the threat thereof, the Company and/or Associated Company will be entitled, in addition to any other legal remedies and damages available, to

i. specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by the Employee and persons acting for or in connection with the Employee and

ii. recovery of all reasonable sums and costs, including attorneys' fees, incurred by the Company in seeking to enforce the provisions of this Section 19.

e. Definitions

i. For purposes of this clause, "Client" means any person or entity to whom you have sold any services or products on behalf of the Company or any Associated Company, or who you knew was provided with such services or products by the Company or any Associated Company, at any time during the 12 months before your effective date of termination (or whilst you were employed if less than 12 months).

ii. For purposes of this clause, "Potential Client" means any person or entity with whom you had contacted at any time in the period of 12 months immediately preceding the termination of your employment, who has communicated an interest to the Company or any Associated Company in purchasing services or products from the Company or Associated Company.

20. Representations and Warranties

You hereby represent and warrant to the Company that:

- a. your mental and physical health on the date of this Agreement does not prevent you from performing your obligations under this Agreement;
- b. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement, or similar agreement with any third party, including former employers;
- c. you have been provided with a copy of this Agreement for review prior to signing it and you have signed the Agreement only after having had the opportunity to seek clarifications;
- d. you have executed this Agreement of your own free will without duress and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- e. this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- f. the execution, delivery, and performance of this Agreement by you does not and will not conflict with, breach, violate, or cause a default under any agreement, contract or instrument to which you are a party or any judgment, arbitration award, order or decree to which you are subject; and

g. you have disclosed all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly.

21. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative. In the event such invalidity or enforceability of any part or provision of this Agreement deprives any party of the commercial benefits intended to be conferred by this Agreement, the parties will negotiate, in good faith, to give effect to the commercial benefit originally intended by curing such invalidity.

22. Survival

Any provision in this Agreement that by virtue of its nature and continuing obligation remains in force post termination of your employment, then such clauses and provisions contained therein will survive termination of this Agreement. Your obligations under such provisions, including without limitation Section 19 of this Agreement, will be independent of, and unaffected by, and will not affect, other agreements, if any, binding you which apply to your business activities during and/or subsequent to your employment with the Company, including any employment agreement between you and the Company whether executed prior to this Agreement or at any time after. Your obligations under this Agreement, including without limitation Section 19, will survive any changes made in the future to the terms of your employment, including, but not limited to, changes in salary, benefits, bonus plans, job title and job responsibilities.

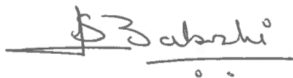
23. Binding Effect; Assignment

You expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any Associated Company to which you may be transferred without the necessity of executing a new agreement at the time of such transfer. To the fullest extent permitted by applicable law, your obligations pursuant to this Agreement apply for the benefit of the Company and any Associated Company. Further, the rights of the Company under this Agreement may be assigned or, as applicable, shall pass by operation of law, without further consent from you, at any time, to any successor in interest of the Company, or any portion thereof, by reason of merger, consolidation, sale, lease or other disposition of any or all of the assets or stock of the Company.

24. Jurisdiction

This Agreement will be governed by, and construed in accordance with, the laws of the Republic of India and subject to exclusive jurisdiction of the courts in Gurugram. No other courts will have the jurisdiction to entertain and try any matters relating to or arising from and out of the provisions of this Agreement.

Signed on behalf of the Company:



26 September 2024

Jaspreet Singh Bakshi, Senior Leader – India HR
Mercer Consulting (India) Private Limited

Please acknowledge your acceptance of these Terms & Conditions by signing below.

I agree to the above terms.

signHere1 dateSigned1
Vansh Gupta Date

Appendix 2

PRIVATE AND CONFIDENTIAL

Vansh Gupta

The break-up of your annual remuneration is as follows:

Components	Amount Per Month (INR)	Amount Per Annum (INR)
Basic	18,667	224,000
HRA	9,333	112,000
PF (Employer Contribution)	2,240	26,880
Special Allowance	16,427	197,120
(A) Annual Fixed Compensation	46,667	560,000
(B) Annual Incentive Plans		
Annual Incentive Plan @ 10 % of Annual Fixed compensation <i>This is an indicative amount, which will be based on the performance achievement of the employee and the Company at the end of the year, subject to management discretion and company policy.</i>	Not applicable	56,000
Total CTC		616,000

In addition to the above, you will also be entitled to the following other benefits:

Benefits	Coverage
Gratuity	Payable as per law
Group Insurance Schemes You will be covered under the following group insurance schemes, as per the company policy -	
Group Mediclaim Policy	Self and Family (for a max sum insured of INR 7 Lakhs)
Voluntary Group Parental Mediclaim Policy	(New Joiners): Base Sum insured of INR 3 Lacs with 50% co-sharing of premium by the company. Options of INR 5 lacs & 7 Lacs also available
Group Term Life Policy	Self (for a Capital sum insured of 3 times Annual Fixed Compensation)
Personal Accident Policy	Self (for a Capital sum insured of 5 times Annual Fixed Compensation)

From your Special Allowance - The following are the components that are available under the Flexible Allowance Basket to choose from as per applicability and stipulated limits.

Special Allowance	Amount (Limit) Per Annum (INR)
<i>Flexible component which can be allocated towards the below components. Balance amount will remain under Special Allowance</i>	
Leave Travel Allowance (LTA)	Up to INR 1,50,000
Fuel Reimbursement (for colleagues using their own cars)	Up to INR 21,600
National Pension Scheme (NPS)	Up to 10% of Basic
Professional Development Allowance	Up to INR 75,000

Notes:

1. The contents contained herein including your salary particulars are confidential.
2. The above-mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. Any changes will be intimated in advance.
3. Provident Fund indicates employer contribution which is an amount equivalent to 12% of your above said Basic salary to the Provident Fund. You will also be required to make an equivalent contribution which will be deducted from your salary.
4. Applicable taxes including surcharges and cess, and social security contributions will be deducted.
5. Subject to applicable laws, existing benefits may be restructured or modified as per Company policy without the need of seeking any consent. Additional benefits which may be announced from time to time and where eligible will be included in the compensation structure.