

APPENDIX B

General Terms & Conditions

1. Verification

Your Consultancy in the Firm is subject to satisfactory verification of your certificates, testimonials and personal particulars/ credentials. The Firm reserves the right to get a background check (including criminal history record search, education and consultancy; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Firm or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or compensation.

2. Date of Birth

The date of birth declared by you will be considered as per the Passport/License/PAN/AADHAR document that you have submitted. You will be bound by such declared date of birth in all service matters with the Firm, including your retirement age. Though at this time the Firm has accepted this as your date of birth on the basis of your statement and the documents you have provided, the Firm may at any time call upon you to furnish additional proof thereof as deemed appropriate.

3. Nationality

You confirm that you are an Indian national and hold an Indian Passport and are thus exempt from any additional work authorization to work in India.

However, if you are a non- Indian holding a foreign passport, you will be required to demonstrate that you have the necessary authorizations for working in India by submission of relevant documents. It will be your responsibility to ensure that throughout your consultancy with **NAMISITE**. Your work authorizations are up to date and you shall hold **NAMISITE** harmless and indemnified against any act or omission on your part in this regard. In case the work authorization ends during the course of your consultancy with **NAMISITE** your contract with **NAMISITE** will be deemed to be terminated.

4. Working Hours

The working hours of the Firm have been provided in the Human Resource Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties within the required time frame and as per the Customer timeline contracts.

5. Leave

Your annual leave entitlement will be as provided in the Human Resource Policy of the Firm as amended from time to time.

6. Posting & Transfer

Your place of posting shall be as indicated in the first page of this Contract of Consultancy and you agree to be transferred in such capacity as the Firm may from time to time determine. In such a case, you shall be governed by the specific terms and conditions applicable to your new location.

7. Secondment

Your job may entail you to proceed, from time to time, on assignments at stations outside your place of posting and stations overseas. Based on exigencies of work and at the discretion of the Firm your services may also be transferred to any office of the Firm/Customer or seconded to any of its associate Firms in India or abroad or to any office of the Firm abroad. In such event you will be governed by the transfer and secondment rules framed by the Firm and / or by such associate Firm in this respect. In the event of your transfer and / or secondment you will also be governed by the specific terms and conditions applicable to

Initial of Consultant _____

your new location. You will be responsible to remain compliant with all applicable immigration/ visa and foreign exchange rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your Consultancy.

During your tenure as a Consultant, you will not store, possess, use or disclose confidential/ personal/ sensitive information or data (including those from any of your previous consultant(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Firm.

You will not, either during your consultancy with the Firm or after termination of such consultancy, divulge to anyone any information, secret, accounts or dealings relating to the Firm's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the Directors of the Firm or their authorized representatives.

On discontinuation of your Consultancy, you will return to the Firm, all papers and documents and all other property pertaining to the Firm or affairs of the Firm or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure/ confidentiality agreements, if so required by certain clients of the Firm. In case of any breach of confidentiality caused by you, either during or after the termination of your consultancy with us, you will be personally liable to the Firm, our clients and third parties.

9. Intellectual Property

The nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on unconditional basis. Further, the Firm may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

- Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Firm with unfettered rights for utilization or disposal of the same; and
- Consenting to the Firm and/ or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10. Independence

Independence is a professional principle and obligation that must be observed by all Staff members providing internal and/or client services.

Independence obligations prohibit, among other things, you, your spouse/ cohabitant and your dependents (collectively referred to as "you", "your") from holding certain positions with or investing in certain audit/ attest clients of the Firm and such clients' affiliates. Similarly, a non-dependent close family member's position with or material investment in an audit/ attest client of the Firm may impair your compliance with the Firm's independence rules.

Your position, job description, office location and client associations determine the applicability of specific provisions of the Firm's independence policy to you. Because it is important that you become familiar and comply with the Firm's independence policy, you agree to review the Firm's policies and materials regarding independence. Before joining the Firm and periodically thereafter, you will be required to confirm your compliance with the Firm's independence policy. In the event that the Firm's independence policy undergoes amendment, you shall be bound by the amended terms.

Initial of Consultant _____

In connection with your independence obligations, the Firm and/ or the Securities and Exchange Commission and / or other statutory body may request, and you agree to provide, relevant financial and tax information including but not limited to up-to-date records of your investment portfolio, bank statements, credit card statements, insurance policies, loan documents. You may also be required to maintain a current record of your financial holdings (but not their value) in a Firm database. If an impairment of the Firm's independence or a conflict of interest exists or is likely to occur, you may be required to dispose of securities or resolve other independence issues on short notice and on terms that are disadvantageous to you. You also may be required to relocate to another Firm office or even to leave the Firm.

11. Staff Members Joining Clients

The Independence Policy also mandates that in the event of an offer of consultancy from the audit client and/ or clients' affiliates you are currently engaged on, or have been engaged in the recent past, it is mandatory to immediately notify the Engagement Partner of such an offer.

On cessation of consultancy, you will not accept consultancy with a US Securities and Exchange Commission (SEC) registrant audit client in the capacity of chief executive officer, controller, chief financial officer, chief accounting officer or in any equivalent position wherein, you have put in more than ten hours of services at any point during the annual reporting period and within the one-year period prior to the commencement of the audit in progress.

12. Risk Management

A clear objective of the Firm is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Firm has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes as in force from time to time when undertaking your work.

13. Confidential and Proprietary Information

Information and materials relating to the Firm, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your consultancy duties with the Firm. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Firm's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Firm takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your consultancy with the Firm only as necessary to carry out Firm business and, where applicable, only as required or authorized under the terms of any agreements between the Firm and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Firm. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or Host GMC to seek the Firm's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Firm.

14. Insider information

You are prohibited from using or sharing information, not publicly disclosed, which you obtain during the course of your work for the Firm, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Firm's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Firm must maintain independence.

Initial of Consultant _____

15. Code of Conduct

The Code of Conduct Policy addresses how a Consultant in the Firm should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Firm policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://coc.namisite.com> and to keep yourself abreast of any amendments thereto as may be made from time to time. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to Human Resource Policy as amended from time to time.

16. Protection of Computer Software/ Firm's Assets

The Firm has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Firm, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. Where applicable, you shall be provided with a corporate credit card, mobile phone / blackberry, internet data card. All these shall at all times remain the Firm's property/ assets, and they must be returned to the Firm on termination of consultancy or whenever requested by the Firm or disposed of in accordance with the policies and directions under which they are issued.

You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Firm's relevant policies and procedures applicable to usage of the Firm's computer equipment, including the Firm's policies on the appropriate use of email and the internet. You acknowledge and agree that the Firm reserves the right to monitor your usage of the Firm's computer(s) and IT systems/ resources towards ensuring that there is no unauthorized usage thereof.

17. Exclusivity

During the continuance of your consultancy with the Firm, it is a condition of your consultancy that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of the Firm.

18. Enrolment (wherever applicable)

In case you are a qualified working Engineer with other Firm, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your association with NAMISITE. You are required to notify the Firm of your any other membership in writing on immediate basis.

19. Bond signing (Agreement Signing)

The Firm, from time to time, undergo an agreement with the potential customers and as a Consultant you need to design, analyze the solution in Technical perspective and get the Agreement signed with customer for the timeline, SLA, CSAT and defined SLA. Furthermore, the support model should also be defined in the Agreement so that the customer should meet their expectation. Any Technical discrepancy, you shall be the responsible person for that.

20. Leased Assets

In case of leased assets, like rented cars availed by you for the meeting or project related work, you will be personally liable for usage of such assets. The Firm will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal / rented driver for the leased car, payment of wages etc. to such personal driver shall be your sole personal responsibility.

You hereby agree to keep the Firm fully released and discharged (and take all necessary actions in respect thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

Initial of Consultant _____

21. Notice Period

21.1 The Firm or consultant may, at any time during the course of the consultancy by stating their intention to do so in writing, terminate the consultancy by giving notice as given below or a Completion of ongoing Project assignment with payment. The Firm may require a Consultant to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Firm before agreeing to his release. If, in exceptional cases, the Firm agrees to a Consultant's requests for an early release, the Firm will recover the Paid amount or part thereof equivalent to the balance Project cost value. For further details please refer to the Human Resource Policy.

The notice period for termination of consultancy by either side for the various levels shall be as specified in Human Resource Policy of the Firm. As per the aforesaid policy, the current notice period for the various levels is set out below:

- (i) Lead / Consultant – Three Months
- (ii) Programmer – Two Month
- (iii) Associates and above – One Month

However, the period that is prescribed on the date of giving notice shall apply.

21.2 Termination without notice

The Firm has a Disciplinary Policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are;

- (i) misconduct (ii) repeated misconduct (iii) breach of instructions by an consultant (iv) failure to safeguard the assets of the Firm (v) activities which bring the Firm into disrepute (vi) any furnished declaration is false (vii) the consultant is found to have wilfully suppressed any material information (viii) criminal conviction by court of law (ix) failure to adhere to HC Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (x) where situations warrants action outside this Policy.

In the event that the Firm exercises this right, it may, at any time during the course of the consultancy by stating their intention to do so in writing, terminate the consultancy without giving notice or a salary payment in lieu of that notice. Such an order may be preceded by an enquiry. If so, you may not be allowed to retire or resign during the period that such enquiry is under contemplation or in progress.

For further details please refer to the Human Capital Policy.

22. Compensation Release

The Firm reserves the right to release the compensation based on the Quote/Invoice release by the Full/Part payment mode from the customer and based on the time factor. Basis of TDS deduction, the Firm has the right to deduct as per the rule.

23. Extra Resources Requirement

As a Consultant, you are assigned to take the complete ownership of the Project assigned to you for Analysis, design, code, test, deliver and maintain for the further ongoing Support basis required to the customer and hence defined in the agreement with the customer. You shall be the responsible if extra resources are required to hire/rent on the occasion basis and based on the requirement.

24. Exit formalities

Before termination of consultancy, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Firm.

Initial of Consultant _____

You will be required to return to the Firm, all documents, including copies thereof and property including but not limited to corporate credit card, mobile phone / SMS card, internet data card and comply with company car and leased accommodation terms, where applicable, before your last working day in order to obtain release. You are also specifically restrained from keeping copies or extracts of any of the Firm's or client's documents with you, after your release from the services of the Firm, except with specific written permission from the Firm.

As part of your exit formalities, you have to provide in writing to the Firm that you have not retained any data/ confidential information relating to the Firm and/ or our clients and that you will be personally liable to the Firm and/ or our clients in the event that it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether or not any such data/ confidential information is later disclosed by you.

At the end of your notice period finishes, Last working day (LWD), you need to return or courier this signed contract as-is at any of the NAMISITE office, without that the firm will not process your final settlement.

25. Set Off

You as a Consultant explicitly agree that your final settlement of dues shall happen only after completion of the aforesaid formalities and first adjusting all dues under whatsoever head then due to the Firm. In case of shortfall in the amounts to be recovered, you shall forthwith settle the remaining amount without demur or protest. The exit formalities shall be kept in abeyance till the deficit amount is paid in full.

26. Non Solicitation

Upon leaving the Firm you will not, without prior written consent of the Firm, for a period of twelve months from the date of ceasing consultancy, canvass, solicit, interfere with or entice away any person, Firm or corporation who has, at any time during your consultancy with the Firm, been: A client of the Firm with whom you have had contact or been involved in the provision of services, or a consultant of the Firm.

To prevent any potential conflict of interest or breach of confidentiality, you will not accept an appointment offered by a client for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Firm. It is mandatory to immediately notify your Director/ Partner of such an offer.

27. General

As an consultant of the Firm you are required to book proper time and expenses, use the Firm provided email ID and Internet for business purposes, not share your access control, passwords with anyone else, maintain good ethics and practices and also dress in a professional manner at all times when meeting with the customers.

It also important that you keep the Firm informed about any change in your personal particulars, and file updated forms on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including passport, driving licenses, corporate credit card). Your consultancy in the Firm shall be governed by your compliance with and by providing all requisite information that may be sought from you by the Firm from time to time.

The conditions contained herein in the contract of consultancy are indicative only and can be modified from time to time. For any clarification on the Firm's Human Capital Policy please feel free to get in touch with the local designated HR staff. If you do not get a satisfactory response you may escalate the matter to the Human Resource Leader.

28. Company's Policies, Procedures and Rules

As an Consultant of the Firm, you shall be governed by all the policies including, but not limited, to those relating to HR Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and

Initial of Consultant _____

regulations that may be in force from time to time and they become binding upon you immediately on its publication.

29. Right to access

It is the Firm's policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. You understand that there may be regular checks in respect of usage or access of the Firm's system and equipment. For the avoidance of doubt, this includes, telephone systems, computer resources and systems, use of Email and internet systems and the postal system ("Facilities"). You also understand the Firm reserves the right, without notice, to access, listen to or read any communication or content made or received by you on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when you are on holiday or on sick leave.

30. Wrongful Dissemination

You must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of the Firm or otherwise any information or material which:

- belongs to another person to which you have no rights and/or which infringes any person's intellectual property rights;
- is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the computer resources and Facilities of the Firm;
- contains any unlawful advertising, promotion or solicitation;
- violates any applicable law or regulation;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; □ is grossly offensive or menacing in nature; □ impersonates another person.

31. Consultant Consent

You hereby give consent to the Firm to collect, hold, store and process, both electronically and manually, all the personal information it collects or has collected in relation to you or belonging to you and your consultancy (in the course of your consultancy), for the purposes of the Firm, e.g. management and administration of its consultant and its business or for compliance with applicable procedures, laws and regulations and you also consent to the transfer, storage and processing by the Firm, agents, contractors or sub-contractors or other PwC network Firms (each of which is a separate legal entity) of such personal information within or outside India.

32. No Duress

You hereby consent and agree that you are signing the consultancy contract, including the **Appendix A** and **Appendix B** and agree to be subject to all the Terms and Conditions of the Company's HR Policies including but not limited to those relating to Independence, Risk Management and Code of Conduct, as amended from time, on your own volition and without any undue influence.

For **NAMISITE**,

Encl: Declaration understood to be signed by the Consultant

Initial of Consultant _____