

**PRIVATE & CONFIDENTIAL**

**Name: Shubhangi Sharma**  
**Department: Corporate Social Responsibility**  
**Email: shubhangisharma3003@gmail.com**  
**Mobile: +91 9098 161 541**

**Dear Shubhangi,**

1. With reference to our recent discussions, we are pleased to engage you as a retainer to provide CSR services or such other services as may be decided between the parties from time to time, to the Company with effect from **20<sup>th</sup> January 2023 till 31<sup>st</sup> March 2024** (“Term”). This arrangement may be extended or renewed as per the terms mutually agreed between the Company and you. You will function from **Raigarh** or any other place required by **JSP Foundation**, on the following terms and conditions.
2. During the Term, you will be governed by rules of the Company as applicable to the retainers. These rules should be read to be an integral part of this letter, which may be amended/ modified by the Company solely at its discretion, with or without any notice.
3. You shall be paid a consolidated retainerhip fee of **Rs. 40 ,000 (Rupees Forty Thousand Only) per month** all-inclusive of fee other perks & applicable taxes, subject to deduction of TDS under the provisions of the Income Tax Act, 1961 and Rules made there under (“Retainerhip Fees”).
4. Payment of the variable part, if any is contingent upon several factors including Company’s performance, your satisfactory work performance, and shall be payable at the sole discretion of the Company in accordance with its policies.
5. During the Term of your engagement, you shall not undertake any direct/ indirect business or work with any other person, Company or institution, on remuneratory basis, except with the prior written permission of the Company in each case. Honorary work if any being taken up, should not be in direct line of competition with your provided services or hamper your normal delivery on the job.
6. During the Term of your engagement, your point of contact at the Company shall be HR Business Partner of your department or any other person as may be expressly indicated by the Company from time to time.
7. During the Term of your engagement, you may be required or permitted to work from home for such period as determined by the Company and subject to applicable laws.
8. You may subscribe to Group Medical Scheme & Group Personal Accident Insurance Scheme. If you opt for subscription, premium amount shall be adjusted from your Retainerhip Fees.
9. To the extent permissible, GST as applicable, would be reimbursed subject to submission of the GST number details to Company.
10. You will raise invoice on a monthly basis by last working day of each month. The payment of Retainerhip Fees, under the invoice complete in all respects as per terms of this arrangement shall be paid in the following month as per the Company policy.
11. For purpose of above benefits/facilities and your travel entitlements during official journey, your comparable/ equivalent grade would be that of **“Officer” (SL -2)**.

**JSP Foundation**

Registration No.: Society/West/2014/8901391

**Corporate Office** Plot No.3, Forest Park, Bhubaneswar – 751009 (Odisha)

T +91 674 272 6500 F +91 674 272 6889 W [www.jsplfoundation.com](http://www.jsplfoundation.com)

**Registered Office** Unit No. 648, 6<sup>th</sup> Floor, DLF Tower, Shivaji Marg, Najafgarh Road, New Delhi – 110015

12. Subject to the prior notice to the Company and in accordance with the Company's policy applicable to the retainers, you will be entitled to two and half days' time-off per month. You will be entitled to encashment of the same, with a threshold of 90 days in total. These shall be available upon exit, at 40% of retainership fixed fees.
13. You will be provided a laptop for official usage, if required as per Company policy.
14. Your appointment is also subject to the following:
  - 14.1. You will discharge your function, render your services and advise with professional prudence and expertise for the purpose of achieving the Company's objectives. You would at all times ensure that the standard of services provided meets the expectation and standards of the Company and/ or its clients, as the case may be. If during the Term of retainership, any appliances, equipment or other items are provided to you, you will be responsible for safe custody thereof. In case of any loss or damage, you will be liable to make good of such loss/damage.
  - 14.2. You agree to comply with all applicable laws, which are necessary for rendering the services to the Company under this arrangement.
15. **Confidential Information**
  - 17.1. In course of discharge of your function as a retainer, you may acquire non-public knowledge/ information regarding the secret processes, methods of manufacture, business practices, customers, products, clients, vendors, suppliers, business associates, marketing, accounting, finances, trade secret, technical data, drawings, intellectual property rights etc. of the Company or its affiliates or clients ("Confidential Information"). It is clarified that Confidential Information includes anything created or developed by you in the course of your engagement with the Company.
  - 17.2. Except as required in discharging functions in the course of your engagement, you will maintain absolute secrecy in matters of Confidential Information and material provided to you by the Company or its agent, clients or any such person related to the affairs of the Company. You will not release, use or disclose any Confidential Information received or gathered from the Company to any third party in any form whatsoever.
  - 17.3. You shall immediately intimate the Company in the event of any unauthorized disclosure of Confidential Information or actual or suspected loss, theft, unauthorized access, use or disclosure or any breach of confidence by any person to whom you divulge all or any part of the Confidential Information and shall take all requisite steps to minimize the unauthorized disclosure and immediately return to the Company, its clients, as the case may be, all such information and materials, in whatsoever form, including any and all copies thereof.
  - 17.4. You are aware that your obligation related to confidentiality, survives the Term of your engagement by the Company.
  - 17.5. In the event that you have access to any unpublished price sensitive information about any client of the Company which is listed on any stock exchange, then you shall not deal in securities of such client and you agree to strictly abide by the Securities and Exchange of Board of India (Prohibition of Insider Trading) Regulations, 2015.

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16. **Non-disparagement:** During the course of your engagement with the Company and upon cessation thereof, you shall not, directly or indirectly, make any negative or disparaging statements (written or verbal) of whatever kind, through any medium, or cause or encourage others to make any statements, about the Company, its affiliates, shareholders, directors, officers, employees and representatives, or in relation to any aspect of the Company's business at any time, even after your engagement.
17. **Non-competition and Non-solicitation**
- 17.1. You acknowledge that during the Term of your engagement, you will be exposed to the Confidential Information of the Company that will confer upon you a unique competitive advantage. Accordingly, during the Term of your engagement and for a period of (six) months thereafter, you shall not, directly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer or shareholder or in a similar capacity or function, whether in India or abroad:
- (i) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly is engaged in the business of the Company or competes with the Company, other than through the Company; or
  - (ii) be involved or become involved while your engagement is in effect or engage in any other activities that may conflict with your obligations to the Company; or
  - (iii) on your own account or as an agent of any person canvass or solicit for any business competing with the Company.
- 17.2. You shall not, during the term of your engagement as retainer and for a period of twelve months thereafter, directly or indirectly:
- (i) solicit, endeavour to solicit, influence or attempt to influence any client, vendor or customer of the Company or any other person to cease doing business with the Company or its clients, or with a view to direct his or its purchase of the Company's or its client's products and/or avail services to himself or any person, firm, corporation, institution or other entity in competition with the business of the Company or its clients; or
  - (ii) (a) solicit or attempt to influence any person employed or engaged by the Company to terminate or otherwise cease such employment or engagement with the Company or its clients; and (b) hire any person who was employed or engaged by the Company or its clients at any time while your engagement is in effect.
- 17.3. You hereby acknowledge and agree that the above restrictions are considered reasonable in light of your access to the Confidential Information, nature of your engagement and substantial contact with affiliates, clients, customers and vendors of the Company. You also acknowledge that the restrictions are essential for protection of the business, goodwill of the Company and for the Company's need to develop and market its business. In the event of breach or threatened breach of the covenant set forth in this Clause, you acknowledge that the Company will suffer irreparable harm and therefore, the Company will be (on its behalf and on behalf of its clients) entitled to an injunction restraining you from committing such breach and/or claim for damages. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach.

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- 17.4. In the event that any term, condition or provision of this Clause is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this letter and shall be of no force and effect and this Clause shall remain in full force as if such term, condition, or provision had not originally been contained in this Clause.
18. You shall keep the Retainership Fees strictly confidential and shall not share with anyone within or outside Company. Doing so can lead to strict disciplinary action, including but not limited to termination of contract.
19. **Return of Company Property:** Upon expiry or termination of your engagement or upon receipt of any request from the Company, you agree to return all properties belonging to the Company and/ or its clients, including equipment (if any), Confidential Information and all documents, whether in written or electronic format concerning the affairs of the Company and/ or its clients or any of their officials or employees (whether former or current) which are in your possession / control. You agree and understand that ownership of property relating to all such documents shall at no time vest in you. You will also complete all necessary exit formalities, as required by the Company at the time of expiry or termination of your engagement.
20. **Intellectual Property**
- 20.1. Regarding the results in any form of the work done by you during the term of your engagement with the Company, all Intellectual Property Rights (defined below) fully belong to the Company. You agree that work performed by you under this letter shall constitute 'work for hire' at the instance of the Company in accordance with Indian Copyrights Act, 1957, as amended from time to time. You will not lay any claim to the rights, even when this retainer arrangement comes to an end.
- 20.2. To the extent ownership of the Intellectual Property Rights do not belong to the Company under operation of law, you agree to do everything necessary to assign to the Company all Intellectual Property Rights (upon their creation) which arise as a result of you performing your services under this letter (including all present and future copyright and copyright revivals and extensions). You understand and agree that the assignment of such rights to the Company or its affiliates shall not lapse, in the event the assigned rights are not exercised by the Company or its affiliates for a period of one year.
- 20.3. You may only use the Intellectual Property Rights and IP Materials (defined below) to perform your services under this letter. Further, you agree to not disclose any Intellectual Property Rights or IP Materials to any third party without the express written consent of the Company. You agree to waive all moral rights in IP Materials to which you may be entitled under the law or any relevant jurisdiction.
- 20.4. The terms of this Clause shall continue to operate and apply after the expiry or termination of your engagement without limit in time.
- 20.5. For the purposes of this Clause:
- (i) **"Intellectual Property Rights"** means copyright, patents, know-how, database rights, and rights in trademarks and designs (whether registered or unregistered), prototypes, drawings, designs, trade secrets, processes, methods, know how, formula, applications for registration, and the right to apply for registration for any of the same and all other intellectual property rights and equivalent forms of protection existing anywhere in the world.
  - (ii) **"IP Materials"** means all documents, software, photographic or graphic works of any type, any other materials in any medium or format which are created by you or on behalf of you in the course of performing services, whether individually or jointly with others, under this letter and which are protected by or relate to Intellectual Property Rights.

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21. **Data Protection**

- 21.1. You agree and acknowledge that you will need to comply with the policies and procedures of the Company and its clients in relation to privacy and data protection as may be communicated to you from time to time. Any breach of such policies and procedures shall be treated by the company as a breach of this letter.
- 21.2. You acknowledge that the Company may be required to collect, retain, transfer, process and store your personal data including any sensitive personal data or information (“**SPDI**”) such as, inter alia, financial information, medical records and history and biometric information as defined under the Information Technology (Reasonable Security Policies and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPDI Rules**”), as may be amended from time to time. You expressly accept and agree to the collection, storage, use and transfer of your personal data, including SPDI, by the Company both within and outside India to its affiliates, clients, vendors, etc., for the purposes of your engagement and related administration, accounting, protection of workplace safety, discharge of Company’s obligations as an employer/ engaging entity or any other legitimate business purposes of the Company, as per applicable laws.
- 23.3. You agree to intimate the Company of any change in personal data and/ or SPDI within [seven] working days of such change having taken place.

22. **Termination**

- 24.1. The retainerhip can be terminated by the Company, at any time, by giving **one month's prior notice** or upon payment of fixed part of one month's Retainerhip Fees without assigning any reason. On the expiry of the set period from the date of notice, your retainerhip shall stand terminated. Similarly, you may also terminate retainerhip by giving one month's notice or upon payment of fixed part of one month's Retainerhip Fees. Upon such termination of the arrangement, prior to the expiry of the Term, the Company shall pay out any accrued but unpaid Retainerhip Fees for which an invoice has been duly submitted which is undisputed, within thirty days from the termination of the engagement, subject to appropriate deductions, if any, to you.
- 24.2. The retainerhip would automatically come to an end on expiry of the Term as mentioned above (unless extended or renewed before the expiry date). Further, this arrangement will automatically expire/ cease to exist upon your death or in case you suffer from any form of incapacitation. In case of cessation of engagement on account of your death or incapacity, the Company shall pay out any accrued but unpaid Retainerhip Fees, subject to appropriate deductions, if any, to your legal heirs and successors.
- 24.3. Notwithstanding anything contained herein, in case of any breach by you of your engagement terms or applicable laws/ Company policies, your services may be terminable with immediate effect in accordance with the applicable laws. In such event, it would not be necessary for the Company to give you any notice, whatsoever. Acts of breach of your engagement terms or applicable laws/ Company policies would include (without limitation), committing breach of your engagement terms, committing a crime involving moral turpitude or committing acts involving theft, embezzlement, dishonesty, disloyalty, gross negligence or fraud with respect to the Company or any of its clients, customers, sexual harassment, violation of code of conduct and other Company policies (to the extent applicable to you) etc.
23. **Relationship of the Parties:** The parties agree that this letter does not guarantee any kind of regular and/or permanent employment in nature and their relationship shall remain as independent parties and on a principal-to-principal basis. You agree that the applicability of certain Company policies to you or exercise of any supervision and control of the Company in day-to-day discharge of the services by you, will not be presumed to create (or amount to) an employer-employee relationship. Given that your engagement by the Company is not in the nature of a regular employer-employee relationship, you acknowledge that (i) you

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will not be entitled to payment of any wages/ salary, social security or other benefits or entitlements that the Company may make available to its regular employees; (ii) the Retainership Fees/ benefits and/ or variable part, payable by the Company to you under this letter, shall not be construed to be equivalent to wages/ salary as payable to regular employees under the applicable laws.

24. **Governing Law:** This letter shall be governed and construed in accordance with the laws of India and the courts in Delhi NCR and Chhattisgarh, shall have exclusive jurisdiction over all matters under, and disputes arising, from this letter.
25. **Amendment:** Any variation of the above terms and conditions will not be valid unless expressly made in writing.

As token of your acceptance of above offer, you may sign and return the duplicate copy of this letter.

**For JSP Foundation**



17-01-2023

**Signing Authority**

Acceptance:

I have read and understood the terms and conditions of the engagement dated 17<sup>th</sup> January 2023. I hereby, unconditionally and out of my free volition, accept the terms and conditions and undertake to abide by the same. I have also been explained the rules of the Company relating to my retainership and I understand that they may be revised at the sole discretion of the Company, which I fully accept.

**Shubhangi Sharma**

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