



11/15/2021

To,
Anant Gupta

Gwalior „

Dear Anant Gupta,

Letter of Appointment

We pleased to offer you Intern role **CSG Systems International (India) Private (“CSG”)**. The period of your contract is for **6 months** and the commencement date is **01/03/2022**. This contract may be extended if agreed to by both parties.

1. ENGAGEMENT

When your contract commences the Company will employ you in the Position set out in the schedule and on the terms set out in this letter.

2. DUTIES

You will carry out the duties from time to time required of you by the Company and will comply in all respects with the directions and regulations given or made by the Company.

You will use your best endeavours to promote the interests of the Company.

The core business hours of the Company are 9.30am to 6.30pm but you may be required to work longer hours to carry out your duties.

3. REMUNERATION

The Company will pay you **INR 25,000 (Rupees Twenty Five Thousand) per month** (subject to Tax based on the Tax regulations) as remuneration for your professional services during the contract period. Invoices for charges shall be submitted and payment shall be made by the Company by end of the month.



4. CONTRACTOR NOT TO ACCEPT INDUCEMENTS

You must not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance in connection with any matter or business transacted by or on behalf of the Company.

5. CONTRACTOR TO MAINTAIN RECORDS

You will maintain in reasonable order all relevant documents, receipts, papers, log books, books, records, notes, minutes, dockets and diaries in relation to any fringe benefit provided to you and will promptly, and not more than 5 days following a request by the Company, produce them to the Company.

6. CHANGE OF DUTIES

The Company may change your duties and the title of your position from time to time.

7. ACKNOWLEDGEMENTS

i. Proprietary Information

(a) You acknowledge and agree that all information, whether or not in writing, of a private, secret or confidential nature concerning the CSG business, business relationships or financial affairs (collectively, Proprietary Information) is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. You will not disclose any Proprietary Information to any person or entity other than authorised employees or officers of the Company. You will not use Proprietary Information for any purpose (other than in the performance of your duties as an Contractor of the Company), either during or after your contract with the Company, unless and until such Proprietary Information has become public knowledge without fault by you.

(b) You agree that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary Information, whether created by you or others, which shall come into your custody or possession, is the exclusive property of the Company to be used by you only in the performance of your duties for the Company. All such materials or copies thereof and all tangible property of the Company in your custody or possession shall be delivered to the Company, upon: earlier of:



- (i) any request by the Company; or
- (ii) termination of your Contract.

After such delivery, you will not retain any such materials or copies thereof or any such tangible property.

(c) You agree that your obligation not to disclose or to use information and materials of the types set out in paragraphs (a) and (b) above, and your obligation to return materials and tangible property, set out in paragraph (b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to you.

ii. You acknowledge that:

(a) the Proprietary Information has been and will be acquired by the Company at the Company's initiative and expense;

(b) the Company has expended and will expend effort and money in establishing and maintaining their customer base, employee skills and the Proprietary Information; and

Accordingly, it is reasonable that you enter into the representations and warranties contained in this letter and that if your contract is terminated, you should continue to be subject to clauses 10, 11 and 12.

8. DISCOVERIES

i. Information

You represent and warrant that:

(a) you will immediately inform the Company of any matter which may come to your notice during your contract which may be of interest or of any importance or use to the Company; and

(b) you will immediately communicate to the Company any proposals or suggestions occurring to you during your contract which may be of service for the furtherance of the business of the Company.



ii. Disclosure of Developments

You represent and warrant that:

(a) you will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by you or under your direction or jointly with others during the course of your contract by the Company or as a direct or indirect consequence of your contract by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this letter as Development; and

(b) you will immediately deliver to the Company full particulars concerning the Developments.

iii. Ownership of Developments

You acknowledge that the Company as your employer is the owner of all Developments and all related patents, patent applications and copyrights and to the extent that the Company is not the owner of a Development and any related patent, patent application or copyright, you hereby assign to the Company all your right, title and interest in and to that Development and all related patents, patent applications and copyrights.

9. NON-COMPETITION

During the Contract

You represent and warrant that you will not without the prior written consent of the Company during your contract either directly or indirectly in any capacity (including without limitation as principal, agent, partner, employee, shareholder, unit holder, joint venturer, director, trustee, beneficiary, manager, consultant or adviser) carry on, advise, provide services to or be engaged, concerned or interested in or associated with any business or activity which is competitive with any business carried on by the CSG or be engaged or interested in any public or private work or duties which in the reasonable opinion of the Board may hinder or otherwise interfere with the performance of your duties under this Agreement. This clause does not prohibit the holding (whether directly or through nominees) of shares listed on a recognised stock exchange.

10. TERMINATION

i. This contract may be terminated by either party (Contractor & Company) by giving two (2) week notice in writing



ii. Company to give notice

The Company may terminate your contract by giving notice effective immediately, if you -

- (a) are incapacitated by illness or injury of any kind which prevents you from performing your duties under this Agreement for a period of 5 working days
- (b) are in breach of any of the terms set out in this letter; or
- (c) are convicted of any criminal offence which in the reasonable opinion of the Company brings you or the Company into disrepute; or
- (d) are or become incompetent or continually or significantly neglectful in the performance of your duties.

11. CONSEQUENCES OF TERMINATION

i. Return of all property

On termination of your contract, however occurring, you will immediately return to the Company all property belonging to the Company which is in your possession, including (without limiting the foregoing) the Company's documents.

ii. No representation

After termination of your contract, however occurring, you will not represent yourself as being in any way connected with or interested in the business of the Company.

12. POLICIES AND PROCEDURES

You will comply with all policies and procedures as issued by the Company from time to time, including any variations to existing policies or procedures. These policies and procedures may include guidelines for ethical and professional behaviour and matters concerning conflict of interest.

13. DELEGATION AND ASSIGNMENT

This Agreement is personal to the parties and:

- (a) you will not delegate the performance of the duties set out in this Agreement to any employee or agent of the Company without the prior written consent of the Board of Directors or any nominee of the Board; and



(b) this Agreement will not be assigned by either party without the prior written consent of the other party.

14. **SEVERABILITY**

Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

15. **VARIATION**

Any variation to these terms must be in writing signed on behalf of the Company and by you.

16. **NO WAIVER**

Failure or omission by the Company at any time to enforce or require strict or timely compliance with any provision in this letter will not effect or impair that provision in any way or the right of the Company to use other remedies it may have in respect of any breach of any such provision.

17. **GOVERNING LAW**

Your contract is governed by, takes effect and will be construed in accordance with the laws of India, and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of India and courts entitled to hear appeals therefrom.



SCHEDULE "A"

Position Title: Intern

Remuneration: Rupees Twenty Five Thousand per month

If you agree to the terms and conditions set out above, please sign the acknowledgment below and return the signed letter to us.

Yours sincerely

Shashidhar Mendon (India)
Talent Acquisition Manager (APAC)
CSG Systems International (India) Private Limited

I, **Anant Gupta** hereby agree to the terms and conditions of contract contained in this letter.

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Signed by

Date:

Signature: Shashidhar Mendon
Shashidhar Mendon (Nov 15, 2021 16:46 GMT+5.5)

Email: shashidhar.mendon@csgi.com

Signature: Anant Gupta

Email: anantgupta888@gmail.com