

21st October 2020

Neharika Dawar
C-9, Vasant Kunj,
South West Delhi-110070

Letter of Appointment

Dear Ms. Neharika,

We are pleased to appoint you as **Senior Manager-Sales** at Walsons Services Private Limited (referred hereafter as **Securitas India**) on the following terms and conditions:

1. Definitions

- 1.1 In this agreement, the following definitions will apply:
- 1.1.1 **Confidential Information:** any information of a secret, sensitive, confidential or private nature in any form concerning the Company obtained by you by virtue of your employment with the Company, including but not limited to any information concerning the Company, dealings, practice, accounts, finances, trading, software, business know-how, strategy, personnel, affairs, customers, clients, suppliers and distributors or prospective customers, clients, suppliers and distributors and any other information concerning the Company;
 - 1.1.2 **Group Company:** the Company and any company which is for the time being a subsidiary or a holding company of the Company or a subsidiary of any such company ("subsidiary" and "holding company") and any other company incorporated with the same or substantially the same ownership as the Company or any Group Company in which the Chairman has a material interest or controls the majority of the voting rights;
 - 1.1.3 **Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
 - 1.1.4 **Invention:** any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;

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- 1.1.5 **Restricted Business:** the business /services related to and/or in connection with providing security (including physical and electronic) and safety solutions or any other parts of the business of the Company or any Group Company which you were involved to a material extent prior to Termination Date
- 1.1.6 **Restricted Customer:** any firm, company or person who, during the 12 months before Termination, was a customer or prospective customer of or was in the habit of dealing with the Company or any Group Company with whom you had contact or about whom you became aware or informed in the course of your employment with the Company;
- 1.1.7 **Restricted Person:** any person employed or engaged by the Company and who could materially damage the interests of the Company if they were involved in any capacity in any business concern which competes with any Restricted Business and with whom you dealt in the 12 months before Termination in the course of your employment with the Company; and
- 1.1.8 **Termination:** the termination of your employment with the Company howsoever caused.

2. Commencement of employment and probationary period

- 2.1 Your employment with the Company began on **15th October 2020**. No period of employment with any previous employer counts towards your period of employment with the Company and your continuous employment will therefore begin on the Commencement Date.
- 2.2 The first six months of your employment shall be a probationary period. The probationary period will be automatically extended by a further two months unless a written letter of confirmation is issued by the company. During the probationary period your performance and suitability for continued employment will be monitored. On successful completion of your probation period your services will be confirmed in writing.

3. Job title and duties

- 3.1 You are employed presently as **Senior Manager- Sales** and will report to **General manager- Sales**. Your role and job title may change in accordance with the reasonable business requirements of the Company.
- 3.2 You will carry out such duties as are consistent with your position and as may be assigned to you from time to time. You may be required to undertake other or additional duties from time to time.
- 3.3 During your employment you must:
 - 3.3.1 devote to your duties the whole of your working time, attention and skills during your normal working hours and at such times as may be reasonably required for the proper performance of your duties;
 - 3.3.2 not undertake any other form of paid employment or engagement without the prior written approval of the Company;
 - 3.3.3 obey the reasonable and lawful directions of the Company or anyone duly authorised by them;
 - 3.3.4 comply with all the Company's rules, regulations, policies and procedures (as amended) from time to time;
 - 3.3.5 use your best endeavours to promote and protect the interests of the Company, any Group Company; and
 - 3.3.6 to comply with the Securitas Code of conduct.

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4. Place of work

- 4.1 Your normal place of work will be the Company's office in **Corporate**. However; your services are liable to be transferred to any other location of the Company and / or any affiliate / associate member Company. In case of refusal to accept the transfer, it will be termed as misconduct and management is bound to take serious action as it is considered as disciplinary issue.
- 4.2 You acknowledge that during your employment, you may be required to travel.
- 4.3 During any work-related travel you will comply with the terms of travel policy and will take all reasonable steps to keep all personal and Company property secure.

5. Hours of work

- 5.1 The Company's usual working hours are 9.30 am to 6.00 pm Monday to Friday and 10:00 am to 2:30 pm on Ist & IIIrd Saturday inclusive of 45 min of lunch break on all the work days. In addition to normal working hours, you may be required to work for additional hours as may be required to perform your duties properly, without any further remuneration.

6. Salary

- 6.1 Your salary details are specified in Annexure 1 of this Appointment Letter. Your salary will accrue from day to day and be payable by equal monthly instalments and will be credited by direct credit transfer to your nominated bank.
- 6.2 Your salary will be reviewed annually and maybe increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation on the Company to award an annual increase.
- 6.3 You authorise the Company to deduct any sums which you may owe the Company at any time from your salary or other payments due to you
- 6.4 You will bear your own taxation which shall be deducted from your salary / emoluments other dues. It includes income on joining and information updated by you from time to time.

7. Official Expenses

- 7.1 The Company will reimburse you for all reasonable expenses wholly, properly and necessarily incurred in the course of your employment, subject to such expenses being approved by the Company in advance. For the avoidance of doubt, you will not be reimbursed for any expenses incurred when commuting to your normal place of work, or for daily lunches.
- 7.2 You will comply with the terms of any Company expenses policy or practice communicated to you from time to time, including any financial limits relating to expenses.

8. Working Tools / Equipment

- 8.1 You may be provided with a laptop/ computer/ mobile telephone/ Tablet/ sim card or any other equipment that is necessary for the proper performance of your duties.
- 8.2 You must take good care of all Company property provided to you and keep it in good condition. You must take reasonable steps to maintain the security of such equipment and confidential information belonging to the Company.

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9. Leaves

The Company's holiday year runs from 1 January to 31 December. If your employment commences part way through a holiday year, your entitlement during that holiday year will be calculated on a pro rata basis.

- 9.1 **Casual Leave:** You are entitled to a total of 12 days of casual leave in a calendar year. The leaves are credited on monthly basis and will be calculated on pro-rata basis from the month of joining and the entire non-availed leaves lapse at the end of the calendar year.
- 9.2 **Privilege Leave:** You are entitled to 15 days of Privilege Leaves for a calendar year, which maybe accumulated upto a maximum of 45 days as per the Company policy and the same can be encashed on termination of your employment at the last drawn basic.
- 9.3 **Other Holidays:** You will also be eligible for all holidays as per the guidelines of the Company.

10. Sickness absence

- 10.1 If you are unable to come to work for any reason, and your absence has not previously been authorised by the Company, you must inform the Company by not later than 9.30 am on the first day of your absence of the reason for your absence.
- 10.2 If you are absent due to sickness or injury for not more than seven consecutive days, including non-working days, you must complete, and send to your reporting manager, a self-certification stating the date of and reason for your absence following your return to work. If your incapacity continues for more than seven consecutive days, including non-working days, you must then provide to the Company a certificate signed by a registered medical practitioner stating that you are not fit for work and the reasons why in respect of each week or part of a week of the continued absence.

11. Retirement

The retirement age is 58 yrs and no prior notice is necessary.

12. Work Ethics

- 12.1 **Code of Conduct:** You shall be required to apply and maintain the highest standards of personal and business ethics as described in Securitas values & ethics policy. This includes maintaining highest standards of company values, ethics and code of conduct. You will hereby comply with all the prevailing company policies and procedures.
- 12.2 **Confidentiality:** You shall not at any time or times without the consent of the company in writing disclose, divulge or make public (except under legal obligations), any of the process, accounts, transactions and dealings of the company, whether the same is communicated and/or becomes known to you in the course of your services or otherwise. All information that comes to the knowledge by reason of the employment with the company shall deemed to be confidential.
- 12.3 **Authority:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction.
- 12.4 **Any other business:** During your employment with the Company, you will not, without Company's previous written permission, carry on any other business, or enter for any part of your time, in any capacity the services of or be employed.



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- 12.5 **Full time Employment:** Your employment will be on whole-time basis, no other work engagement can be done as a regular employee, partner, owner, advisor, consultant, freelancer etc on full time, part time or temporary basis.
- 12.6 **Relatives in business association:** You will disclose about any relatives already working or in business association with the company and will not enter in any form of business association with a relative as a vendor/vendee/ customer/employee/colleague, without a written consent.
- 12.7 **Unethical discharge of duty:** If, at any time in our opinion, which is final in this matter, you are found guilty of dishonesty, disobedience behaviour, negligence, indiscipline, absence from duty without permission or of any other conduct considered by us detrimental to our interests, or of violation of one or more terms of this letter, your services may be terminated immediately. Also, if any financial/ tangible losses are incurred towards the organization due to proven employee negligence then the Company has the full authority to take necessary disciplinary actions which may include monetary compensation. Failure to fulfil work ethics will be determined by Reporting Manager, Corporate Human Resource or by the management of the Company. Any decision of the management of the Company pursuant to the violation of the stipulations under this Appointment Letter shall be binding and final.
- 12.8 **Disclosure of Information:** You will make known to Company forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for letters
- 12.9 Patent, Licenses or other rights, privileges or protection as may be directed by company in respect of any such discovery, invention , process or improvement so that the benefit thereof shall accrue to company and you will execute and do all instruments, acts, deeds and things which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favour or in favour of such other person or persons, firms or companies as we may direct as the sole beneficiary thereof.
- 12.10 **Competition:** You shall not join any competitor or client directly or indirectly and also not start any similar business activity for at least one year after leaving the service.
- 12.11 **Power of Attorney:** If any letter of authority or Power of Attorney is issued to you, you will undertake to return it on demand, resignation or on termination of your service with clearance form.
- 12.12 **Data protection:** You consent to the Company and any Group Company:
- 12.12.1 holding or processing, both electronically and manually, the data it collects in relation to you, in the course of your employment, for the purposes of the Company's administration and management of its employees and its business, and for compliance with applicable procedures, laws and regulations;
- 12.12.2 Auditing and spot inspection of electronic items, documents and files or any communication tools provided by the company or used for official purpose.
- 12.12.3 collecting, holding, processing and transferring, both electronically and manually, employment related Sensitive Personal Data for the purposes of compiling and disclosing any equal opportunities statistics as the Company may be required by law; and



Signature: _____

Signature: _____

- 12.13 You shall comply with data protection policy communicated to you when processing company data in the course of your employment, including personal data relating to any employee, customer, client, supplier, agent or business contact of the Company or any Group Company or any other individual data that you become known to by virtue of your employment.
- 12.14 You will use your best endeavours to ensure that any data relating to clients, customers or employer of the Company and any Group Company will be held securely and will not be processed or communicated to any third parties.

13. Disciplinary and grievance procedures

- 13.1 If you have a grievance in relation to your employment you should refer the matter to your reporting manager for the purpose of seeking redressal. If the matter is not resolved to your satisfaction, you may appeal the Company's decision by setting out the grounds of your appeal in writing to the Human Resource Department, or any other person identified to you by the Company.
- 13.2 You will be required to comply with all disciplinary rules and working procedures which the Company may from time to time notify to you as being applicable to employees of the Company. If you are dissatisfied with any disciplinary decision relating to you, you may appeal the Company's decision by setting out the grounds of your appeal in writing to the Human Resource Department, or any other person identified to you by the Company.
- 13.3 The Company may, at its complete discretion, suspend you from any or all of your duties at any time, including any period in which the Company is investigating any disciplinary matter involving you.
- 13.4 During any period of suspension:
 - 13.4.1 you will remain an employee of the Company and will continue to receive your 50% pay;
 - 13.4.2 you shall ensure that the Company knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
 - 13.4.3 the Company may exclude you from your place of work or any of its premises; and
 - 13.4.4 the Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

14. Confidential Information

- 14.1 During and at all times after your employment, you will in addition to the requirements specified below, comply with all the requirements related to Confidentiality and Disclosure of Information as specified in this clause 14 and any other Annexure of this Appointment Letter covering the covenants related to confidentiality and disclosure:
 - 14.1.1 keep secret all Confidential Information;
 - 14.1.2 not communicate or disclose any Confidential Information to any person;
 - 14.1.3 not use Confidential Information for your own purposes or for any purposes other than those of the Company; and
 - 14.1.4 use your best endeavours to prevent any unauthorised publication, disclosure or use of any Confidential Information.

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Signature: _____

Signature: _____

- 14.2 The restrictions in clause 14.1 will not apply to:
- 14.2.1 any disclosure required for the proper performance of your duties during the course of employment by the Company or as authorised by the Company;
 - 14.2.2 any disclosure made to any person authorised by the Company to possess the relevant information;
 - 14.2.3 information or knowledge that was known to you prior to the commencement of your employment; and
 - 14.2.4 Information that is in the public domain, other than through your fault.
- 14.3 You will, immediately upon request, deliver to the Company without retaining or making any copies, all documents, data or material, correspondence, notes, memoranda, records, reports, agreements or programmes in any format and on whatever media made by and relating to the Company, whether considered Confidential Information or not.
- 14.4 If any member of the press or other media seeks information or an opinion from you regarding the Company or any Group Company, you must not speak to that person unless and until you have discussed the request with the Company and have obtained its prior written approval.
- 14.5 Any breach of the restrictions specified under this Section 14 will be treated by the Company as gross misconduct entitling the Company to terminate your employment summarily. You further agree that any threatened or actual breach of this Section by you is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Section, you hereby waive the adequacy of a remedy at law as a defence to such relief Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.

15. Intellectual Property

- 15.1 You will give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment which relate to, or are reasonably capable of being used in, the business of the Company or any Group Company. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, you hold them on trust for the Company. You agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 15.1.

16. Termination of employment

- 16.1 Notwithstanding any other provisions of the HR policy and/or the letter of appointment issued to all employees of the Company, Company reserves the right to terminate your employment as per clause 16.6 of this Appointment Letter.
- 16.2 All decisions / determinations on whether there has been any Non-Compliance or Non-Performance (as defined herein) shall be deemed approved by your Reporting Manager, Corporate Human Resource or by the management of the Company. Such decision shall be absolutely binding on the employees of the Company.

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- 16.3 “Non- Performance or Non-Compliance” shall mean failure or non-performance to achieve or fulfil the objectives, milestones, targets or roles, or failure to maintain discipline and/or maintain code of conduct at work place, as may be determined by Reporting Manager, Corporate Human Resource or the Chairman of the Company. It is clarified that such termination for Non-Performance, the non-compete and the non-solicitation restrictions as may be specified in the HR Policy and or the letter of appointment shall continue to apply.
- 16.4 Subject to clauses 2.2, 16.6 and 16.7, your employment may be terminated with immediate effect.
- 16.5 On termination of your employment however arising you will not be entitled to any compensation for the loss of any rights or benefits under any bonus or other incentive scheme operated by the Company or any Group Company in which you may participate.
- 16.6 The Company may terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued at the date of termination) if you:
- 16.6.1 fail any background verification or similar employment screening process;
 - 16.6.2 are guilty of any gross misconduct affecting the business of the Company;
 - 16.6.3 commit any serious or repeated breach or non-observance of any of the provisions of this agreement (including but not limited to any obligations under clauses 12, 14 and 15), or any serious or repeated serious breach of trust, or refuse or neglect to comply with any reasonable and lawful direction of the Company;
 - 16.6.4 are, in the reasonable opinion of the Company, negligent and incompetent in the performance of your duties;
 - 16.6.5 fail to follow any reasonable instruction issued by the Company or commit any act of serious or repeated insubordination;
 - 16.6.6 carry out any other form of paid employment or engagement without the prior written authorisation of the Company;
 - 16.6.7 are convicted of any criminal offence or any legal proceeding are pending.
 - 16.6.8 are guilty of any fraud or dishonest or act in any manner which in the opinion of the Company brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company;
 - 16.6.9 are guilty of any serious breach of any rules issued by the Company from time to time, including but not limited to any rules regarding electronic communications systems, working hours or holiday; or
 - 16.6.10 Any other breach of the terms specified in this Appointment Letter
- 16.7 Notwithstanding clause 16.1, the Company reserves the right, at its sole and absolute discretion, to terminate your employment with immediate effect by notifying you that it is exercising its right of discretion under this clause 16.7 and that it will make a payment in lieu of notice to you equal to the amount of your basic + HRA salary (after deduction of Income Tax and group medical insurance contribution if applicable;) for your notice period (or, if notice has already been given, for the remainder of your notice period).

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Signature: _____

- 16.8 The rights of the Company under clause 16.6 are without prejudice to any other rights that it might have at law to terminate your employment or to accept any breach of this agreement by you as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate will not constitute a waiver of those rights.
- 16.9 Upon termination of your employment for whatever reason, you must:
- 16.9.1 return to the Company all keys, documents, files, records, recordings, correspondence, photos or images, client, distributor, licensor, manufacturer or other lists, equipment, laptops, mobile phones, credit cards or any other items of any kind which belong to the Company, any Group Company, or business contacts and may have been prepared by you or come into your possession, custody or control during the course of or as a result of your employment with the Company;
 - 16.9.2 irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside of the Company's premises; and
 - 16.9.3 Provide a signed statement that you have complied fully with your obligations under this clause 16.9 together with such evidence as the Company may request.

17. Exit Clause

- 17.1 **Notice Period:** Notice Period required to be served by the employee under probation period is seven days and if the employee is confirmed the period is of thirty days.
- 17.2 In case of voluntary separation , you are required to serve the applicable notice period by serving the required days or by paying salary in lieu of notice should the circumstances warrant it and with the necessary approval from your reporting manager, considering the sensitivity of one's role/ position the company reserves the right to reduce the notice period. In such case the company will pay notice pay only for the days served as notice period (comprising of Basic + HRA only)
- 17.3 In case of Involuntary separation (ask to leave) or are terminated, the notice pay and exit terms will be as decided on a case to case basis as per the employment status on the date of the termination or separation.
- 17.4 In the event separation has resulted from actions impacting Company's interest, Company will be free to exercise available legal remedy and shall be free to make deductions from the outstanding dues as part of the separation process
- 17.5 In the event of any termination or separation, Employee shall be required to ensure a proper transitions and handing over of the responsibilities to the satisfaction of the Company/ Company reserves the right to waive off the transition requirement as may deem fit based on the nature of the separation.

18. Post termination restrictions

You agree to comply with all the provisions and/or the covenants specified in this Appointment Letter or any Annexure of this Appointment Letter related to restrictive actions post termination of your employment with this Company.



Signature: _____

Signature: _____

19. Separation Process

In case of employee separation from the company, the full and final settlement and closure will be done at least after 45 working days from the date of leaving and subject to the employee receiving clearance from the company. The clearance form records the handover between you and the company, and records the full discharge on both parties, on specific terms and conditions.

20. General

- 20.1 The Company reserves the right to make reasonable changes to any of your terms and conditions of employment as specified under this Appointment Letter or any other document agreed from time to time which governs your appointment with the Company. You will be notified in writing of any change as soon as possible and, in any event, within one month of the change.
- 20.2 This Appointment Letter along with the Annexures constitutes the whole agreement between you and the Company relating to your employment and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. If any provision of this Appointment Letter is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of this Appointment Letter along with Annexures shall not be affected.
- 20.3 This Appointment Letter, the rules, regulations and policies of the company, as prevailing from time to time will govern your employment with the Company. You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Appointment Letter.
- The appointment and the continuance of employment are subject to your being found and remaining physically and mentally fit.
- 20.4 This Appointment Letter and the rights and obligations defined herein is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. Company may assign this Appointment Letter, in part or whole, upon notice to you. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Appointment Letter will operate as a waiver of such powers, rights or remedies.
- 20.5 You are hereby advised to refer and be aware about all the company policies at the link on website – “Employee HUB” on the company website.
- 20.6 This Appointment Letter will be construed in accordance with and governed by the Laws of India.
- 20.7 Please sign and return the duplicate copy of this “Letter of Appointment” indicating your acceptance.

We look forward to your bright and exciting future with Securitas India.

For Walsons Services Pvt Ltd [Securitas India]



Authorised Signatory

I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.

Signature _____

Name _____

Date _____

Employee ID _____

Place _____

Annexure 1 - Salary Break-Up

Name	Neharika Dawar	Date of Joining	15th October 2020
Designation	Senior Manager-Sales	Department	Sales
Band	M	Grade	M4

Band & Grade Construct	E	M	L
	E1 – E5	M1 – M5	L1 – L5

Salary	Monthly (INR.)	Annual (INR.)
Basic	42,000	5,04,000
DA	0.00	0.00
HRA	23,830	2,85,960
TA	8,000	96,000
Gross Salary (A)	73,830	8,85,960
Provident Fund & ESI (B)		
PF (Employers Contribution) If Applicable	1,950	23,400
ESI (Employers Contribution) If Applicable	0.00	0.00
Gratuity (C)	2,020	24,240
Monthly CTC (Total A+B+C)	77,800	9,33,600

Note: There would be Mediclaim Insurance Deduction from the salary as per the coverage opted by you.



Signature: _____

Signature: _____

Annexure 2 – Confidentiality & Restrictive Covenants Undertaking (“Undertaking”)

THIS Undertaking is taken on this _____ **Day of** _____ **month, year** _____, by _____ hereinafter called “Employee” of the Walsons Services Private Limited (Securitas India), having **permanent address:** _____
_____ **Contact no.** _____ while being employed by Securitas - India, hereinafter called the “Company”, having its Corporate Office at Gurgaon (NCR).

The “Definitions” to all the capitalized terms specified in the Appointment Letter shall be applicable to this Undertaking

1. Restrictive Covenants

1.1. In order to protect the Confidential Information, business connections and interest of the Company and each Group Company to which you have access as a result of your employment, you covenant with the Company (for itself and as trustee and agent for each Group Company) that you will not (without written consent of the Company):

- 1.1.1. for 36 months after the Termination Date use any Confidential Information of the Company for any purpose other than as necessary for the performance of tasks assigned by the Company to you; and you shall not transfer or disclose any Confidential Information to any person, corporation, agency or other entity, without the prior written consent of the Company. The restrictions set forth herein with regard to use or disclosure of information shall continue after termination of any undertaking under which you may be performing Services for the Company, and shall apply so long as any information subject to such restrictions shall not properly have come into the public domain by disclosure in issued patents or otherwise. Notwithstanding the foregoing, you shall not disclose any Confidential Information for a period of 3 years from the termination of employment with the Company.
- 1.1.2. for 12 months after the Termination Date solicit or endeavour to entice away from the Company or any Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
- 1.1.3. for 12 months after the Termination Date be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business;
- 1.1.4. for 12 months after the Termination Date, solicit, attempt to solicit, hire, offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company any Restricted Person;
- 1.1.5. for 12 months after the Termination Date, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement; or
- 1.1.6. at any time after the Termination Date, represent yourself as connected with the Company or any Group Company in any capacity, other than as a former employee, or use any registered business names or trading names associated with the Company.

2. None of the restrictions in clause 1 above shall prevent you from:

2.1. holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange;

- 2.2. being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or
- 2.3. being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 12 months before the Termination Date.
3. The restrictions imposed on you by clause 32 apply to you acting:
 - 3.1. directly or indirectly; and
 - 3.2. on your own behalf or on behalf of, or in conjunction with, any firm, company or person.
4. If you receive an offer to be involved in a business concern in any capacity during your employment, or before the expiry of the last of the covenants in clause 3, you shall give the person making the offer a copy of this Undertaking.
5. Each of the restrictions in clause 3 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
6. This Undertaking may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
7. You will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which you agree to be bound by restrictions corresponding to those restrictions in this clause 3 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.
8. You acknowledge that if you should violate any provision of this Undertaking or fail to carry out an obligation set forth herein, it will cause immediate and irreparable damage to the Company which cannot be fully and adequately compensated in money damages; and that such violation will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief; and you consents to the Company's obtaining such injunctive or other relief from any court of competent jurisdiction. You also acknowledge and agree that the Company may pursue any other remedies which it may have or to which it may be entitled with respect to such violation.

I have read and understood the above Terms & Conditions. I hereby signify my acceptance of the **Confidentiality & Restrictive Covenants Undertaking** with Securitas India.

Signature: _____

Full Name: _____

Date: _____



Annexure 3 - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with Walsons Services Private Limited (Securitas India):

(a) I will have terminated my employment with any current/previous employer and any other employment or contractor relationships;

(b) I will have satisfactorily performed and completed all my obligations which apply/applied to me vis-a-vis any current/previous employer and any other employment or contractor relationships;

(c) I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by Securitas India or employment with Securitas India, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

(d) I shall not bring into Securitas India premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Securitas India, including any such documents or materials from my previous employer. To the extent I feel that my employment at Securitas India, would require me to bring any third party documents or materials to Securitas India. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Securitas India.

(e) I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships.

I agree and acknowledge that a breach of this provision shall entitle Securitas India to terminate my services with immediate effect.

Acknowledged and Agreed

Signature: _____

Full Name: _____

Date: _____



7th August, 2021

TO WHOM IT MAY CONCERN

This is to state that **Ms. Neharika Dawar** is working with Securitas India as Senior Manager - Sales since **15th October 2020** till date.

Thanks & Regards,

For Securitas India

Gauri Grover
Group Head – Strategic HR & Communications



Walsons Services Pvt. Ltd.
Regd. Office : 74, Golf Links, New Delhi - 110003
Corporate Office : 'Walsons House',
496, Udyog Vihar, Phase III, Gurugram - 122016, Haryana
T : +91 (124) 4718888
E : contact.us@walsons.com

CIN : U74999DL1997PTC088528
GSTIN : 06AAAACW1433E1ZT



12th October, 2020

To Whomsoever It May Concern

This is to certify that Ms Neharika Dawar, was working with OMC Power Private Limited at 603, Tower B, Unitech Business Zone, Nirvana Country, South City 2, Sector -50, Gurugram-122018 from September 09, 2019 to September 30, 2020 as "Corporate Officer".

Yours sincerely,

For OMC Power Pvt Ltd


Authorised Signatory



June 03, 2019

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Ms. Neharika Dawar 10607187/DEL is employed as Cabin Crew in the Inflight Services department with Jet Airways (India) Limited based in Delhi. Her date of joining the organisation is 01 November 2007.

She is discharging her duties with commitment and sincerity as on date.

This certificate is issued to the employee on her request.

For **JET AIRWAYS (INDIA) LTD.**



TEJASHREE KUMAR

DY. GENERAL MANAGER - HUMAN RESOURCES