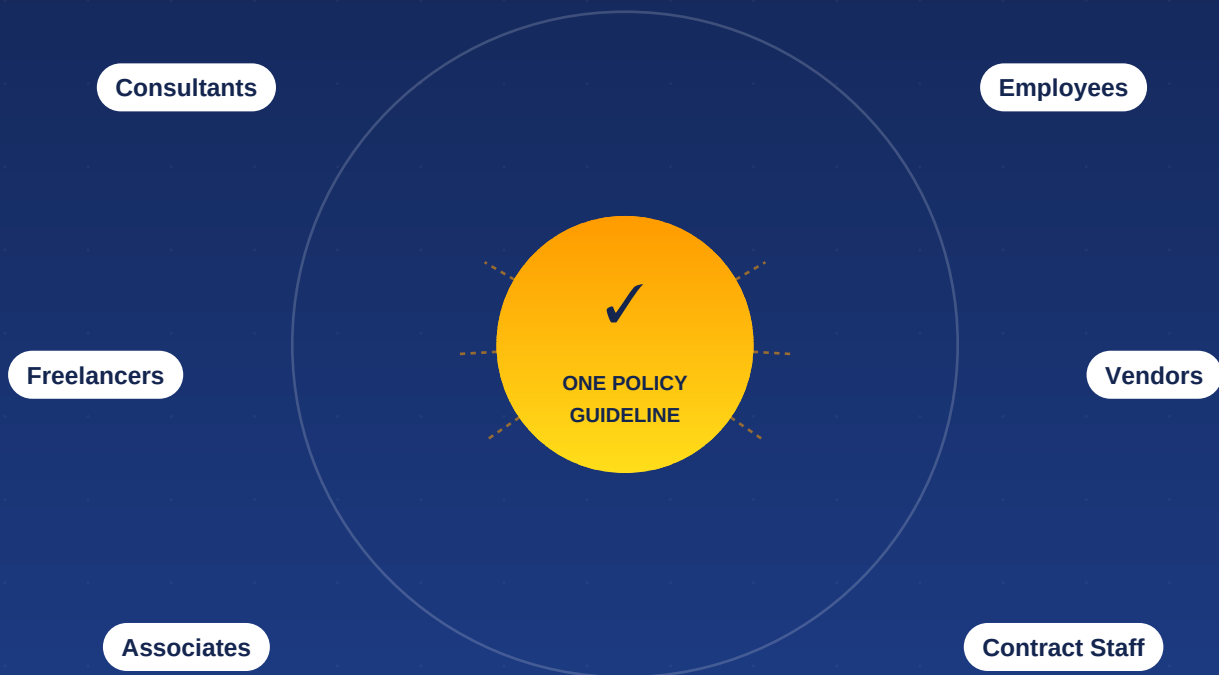




Our Terms. Our Trust.

The General Terms & Conditions that govern every consultancy, contract and engagement with Namisite — Appendix B to the Contract of Consultancy.



DOCUMENT

Appendix B

COVERS

General Terms

CLAUSES

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APPLIES TO

Consultants

Our General Terms & Conditions

Appendix B to the Contract of Consultancy sets out the General Terms & Conditions that govern every Consultant's engagement with NAMISITE, from joining through to exit.

What this Appendix covers

This Appendix B forms part of your Contract of Consultancy with NAMISITE and sets out the General Terms & Conditions that apply to your engagement as a Consultant with the Firm. It is indicative, not exhaustive, and may be modified by the Firm from time to time. Read it together with the Firm's Human Resource Policy, Independence Policy, Risk Management Policy and Code of Conduct, all of which it refers to and relies on.

Who it covers	How it binds you	Where to go
Every Consultant engaged by NAMISITE, at every level and location.	By signing the Contract of Consultancy, including this Appendix B.	Your local HR, or the Human Resource Leader, for any clarification.

How this guide is organised

- Joining the Firm — verification, date of birth and nationality
- Work arrangements — working hours, leave, posting, transfer and secondment
- Confidentiality, proprietary information and intellectual property
- Independence, risk management and the Code of Conduct
- Protection of the Firm's assets, computer systems and right to access
- Exclusivity, enrolment, bonds, leased assets and extra resources
- Separation — notice period, compensation release, exit formalities and set off
- General conduct, the Firm's policies, and non-solicitation
- Consultant consent, no duress, and how this Appendix is enforced

Joining & Eligibility

Your consultancy is subject to verification of your credentials, your declared date of birth and, where applicable, your authorization to work in India.

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 bio-data 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. 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.

Non-Indian nationals

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, and to keep those authorizations up to date throughout your consultancy, holding NAMISITE harmless and indemnified against any act or omission on your part in this regard. Should your work authorization end during your consultancy, your contract with NAMISITE will be deemed terminated.

Work Arrangements

How your working hours, leave, posting, transfer and secondment are governed under the Firm's Human Resource Policy.

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. This is usually governed by the time sheet provided by Admin/Corporate Lead: a minimum of 7.5 hours a day counts as a full day, above 5 but less than 7.5 hours counts as a half day, and below 5 hours counts as no attendance.

5 Leave

Your annual leave entitlement will be as provided in the Human Resource Policy of the Firm, as amended from time to time in the HRMS portal. Leave is credited monthly — 1.25 days for male employees and 1.66 days for female employees — and then utilized.

6 Posting & transfer

Your place of posting shall be as indicated on 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 assignments at stations outside your place of posting, including overseas. Based on exigencies of work and at the Firm's discretion, your services may be transferred to any office of the Firm/customer or seconded to any associate Firm in India or abroad, in which event you will be governed by the transfer and secondment rules framed by the Firm and/or the associate Firm, and remain responsible for compliance with all applicable immigration/visa and foreign exchange rules.

Confidentiality & Intellectual Property

Confidentiality is a condition of your consultancy, and it does not end when your consultancy does.

8 Confidentiality

Maintaining confidentiality is a condition to your consultancy. During your tenure you will not store, possess, use or disclose confidential/personal/sensitive information or data (including from any previous consultancy with other organizations) in an unauthorized manner, and you will not bring any such information or data into the Firm. You will not, during or after your consultancy, divulge to anyone any information, secret, accounts or dealings relating to the Firm's business, affairs or 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 all papers, documents and property pertaining to the Firm, its affairs, clients, associates or branches, and retain no copy or extract. You agree to sign engagement-specific non-disclosure/confidentiality agreements where required by a client, and you will be personally liable for any breach of confidentiality, during or after your consultancy.

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, and may only be used or disclosed for business purposes related to your consultancy duties. This includes the Firm's professional, technical and administrative manuals, forms, processes and computer systems, methodologies, marketing and business development plans, client and prospect files, research and investigative materials, and project notes and plans. You agree not to take or keep any confidential information when you leave the Firm, and to seek the Firm's consent before any disclosure required by legal process or otherwise. These restrictions are permanent and do not lapse on your departure.

14 Insider information

You are prohibited from using or sharing information, not publicly disclosed, that you obtain during the course of your work for the Firm, for personal gain or advantage in securities transactions, or for the gain or advantage of anyone you improperly share it with. This applies to any company, not just the Firm's clients and their affiliates.

9 Intellectual property

- All existing and future intellectual property rights in any materials, information and technology you create, singly or jointly, are the exclusive property of the Firm, with unfettered rights for the Firm to utilize or dispose of them.
- You consent to the Firm and/or its clients using or adapting material you have contributed to, in any manner and without expressly acknowledging your individual contribution.

Independence, Risk & Ethics

Independence is a professional principle every Staff member providing internal and/or client services must observe.

10 Independence

Independence obligations prohibit you, your spouse/cohabitant and your dependents from holding certain positions with, or investing in, certain audit/attest clients of the Firm and their affiliates. Your position, job description, office location and client associations determine which provisions of the Firm's independence policy apply to you, and you agree to review that policy and confirm your compliance with it before joining and periodically thereafter. The Firm, the Securities and Exchange Commission or other statutory bodies may request relevant financial and tax information, including records of your investment portfolio, bank statements, credit card statements, insurance policies and loan documents. Where an impairment of independence or a conflict of interest exists or is likely, you may be required to dispose of securities, resolve the issue on short notice, relocate to another Firm office, or even leave the Firm.

11 Staff members joining clients

If you receive an offer of consultancy from an audit client or its affiliates that you are or were recently engaged on, you must immediately notify the Engagement Partner. On cessation of consultancy, you will not accept consultancy with a US SEC-registrant audit client in a senior financial-officer capacity where you put in more than ten hours of service during the relevant reporting period and the year prior to the audit in progress.

12 Risk management

The Firm maintains an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake, and you are required to comply with and keep yourself updated on these policies as they change from time to time.

15 Code of Conduct

The Code of Conduct Policy addresses how a Consultant should behave and conduct business across a wide range of settings. It is your responsibility to adhere to and consistently enforce the Code of Conduct and other Firm policies as amended from time to time. You are expected to read the full Code of Conduct, available at <http://coc.namisite.com>, keep yourself abreast of amendments, and raise any related issue, clarification or grievance with the designated Ethics helpline.

Assets & Technology

The Firm's computer systems, software and equipment remain the Firm's property, and their use may be monitored.

16 Protection of software & Firm's assets

The Firm strictly prohibits 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, and will sign an annual declaration of compliance. Where provided, a corporate credit card, mobile phone and internet data card remain the Firm's property/assets at all times and must be returned on termination of consultancy or whenever requested. If allocated a portable computer, you take additional responsibility for its physical security and the information stored on it, and must comply with the Firm's policies on appropriate use of email and the internet. You acknowledge the Firm's right to monitor your usage of its computers and IT systems to ensure there is no unauthorized use.

29 Right to access

The Firm takes reasonable steps to protect its interests, including ensuring its systems and equipment — telephone systems, computer resources, email, internet and postal systems ("Facilities") — are used for proper purposes. The Firm reserves the right, without notice, to access, listen to or read any communication or content made or received on its Facilities: to establish facts, ascertain regulatory compliance, for quality control and staff training, to prevent or detect crime (including hacking), to intercept for operational purposes such as protecting against viruses, to make routine interceptions such as forwarding emails to the correct destination, and to check voicemail while you are on holiday or sick leave.

30 Wrongful dissemination

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

- belongs to another person to whose rights you are not entitled, or infringes anyone's intellectual property rights;
- is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- contains a virus, harmful component, corrupted data or other code, files or programs designed to interrupt, destroy or limit the functionality of the Firm's computer resources and Facilities;
- contains unlawful advertising, promotion or solicitation, or violates any applicable law or regulation;
- is grossly harmful, harassing, obscene, invasive of privacy, hateful, discriminatory, encourages money laundering or gambling, is otherwise unlawful, or impersonates another person.

Work Commitments

Exclusivity, enrolment, bonds, leased assets and extra resources during the course of your consultancy.

17 Exclusivity

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

18 Enrolment (wherever applicable)

If you are a qualified working Engineer with another Firm, you are not allowed to hold a Certificate of Practice; if you possess one, you will surrender it within 7 days of your association with NAMISITE, and you must notify the Firm in writing, on an immediate basis, of any other membership.

19 Bond signing (agreement signing)

The Firm periodically enters into agreements with potential customers; as a Consultant you will design and analyze the solution from a technical perspective and help get the agreement signed with the customer for timeline, SLA and CSAT, with the support model also defined in the agreement so the customer's expectations are met. You are responsible for any technical discrepancy.

20 Leased assets

For leased assets, such as rented cars availed for meetings or project work, you are personally liable for their use, and the Firm bears no responsibility or liability in this regard; if you appoint a personal/rented driver for a leased car, payment of wages to that driver is your sole personal responsibility. You agree to keep the Firm fully released and discharged from any claims, actions or proceedings relating to your use of such assets.

23 Extra resources requirement

As a Consultant you take complete ownership of your assigned project — analysis, design, coding, testing, delivery and ongoing support — as defined in the agreement with the customer, and you are responsible if extra resources need to be hired or rented on an occasion basis, as the requirement dictates.

Notice, Exit & Separation

How notice, termination, compensation release and exit formalities work when a consultancy ends — by either side.

21.1 Notice period

The Firm or Consultant may terminate the consultancy at any time by giving notice as set out below, or completion of the ongoing project assignment with payment. The Firm may require a Consultant to complete all operative parts of an assignment before agreeing to release; where the Firm agrees to an early release, it will recover the paid amount equivalent to the balance project cost value. The current notice periods, per the Human Resource Policy, are:

- Group C & D — minimum one month, or as decided by Management
- Group B — minimum one month, or as decided by Management
- Group A — 15 days minimum

The period prescribed on the date notice is given shall apply. The Full and Final (FNF) calculation is based on Basic payout only, excluding PLB, leave encashment, CSAT and the like.

21.2 Termination without notice

Under the Firm's Disciplinary Policy, the Firm may terminate a consultancy without notice or salary in lieu of notice, for reasons that include misconduct or repeated misconduct, breach of instructions, failure to safeguard Firm assets, activities bringing the Firm into disrepute, a false declaration, wilful suppression of material information, criminal conviction, failure to adhere to HR Policy, Independence, Risk Management or the Code of Conduct, or where no project cost has been assigned to the resource's skill-set for two months. Such an order may be preceded by email notification only, and you may not be permitted to retire or resign while an enquiry is under contemplation or in progress. You are strongly advised to submit all authorized documents and credentials promptly on handover; delay may result in a per-day pro-rata deduction from your Full and Final settlement, and may affect whether the Firm issues an Experience Letter or relieving letter. Inadequate handover, or damage to customer data or Company branding, may also result in legal notice or proceedings.

22 Compensation release

The Firm releases compensation based on the Quote/Invoice and the Full/Part payment received from the customer, and the applicable time factor, with TDS deducted per the rule. Performance Linked Bonus (PLB) percentages are a company management decision based on performance assessment; Performance Linked Payment (PLP) is calculated per the mutual agreement signed at the time of association.

24 · 25 Exit formalities & set off

Notice, Exit & Separation

How notice, termination, compensation release and exit formalities work when a consultancy ends — by either side.

Before termination, you will complete exit formalities and sign the necessary forms, returning all documents and Firm property (including corporate credit card, mobile phone, SIM and internet data card) and complying with company car and leased accommodation terms before your last working day. You must confirm in writing that you have not retained any confidential data, remaining personally liable if any is later found to have been retained. On your Last Working Day, you must return or courier the signed contract to a NAMISITE office, without which the Firm will not process your final settlement. Your final settlement happens only after completing these formalities and first adjusting all dues owed to the Firm; any shortfall must be settled without demur, and exit formalities are held in abeyance until the deficit is paid in full.

26 Non solicitation

For twelve months after leaving the Firm, you will not, without the Firm's prior written consent, canvass, solicit, interfere with or entice away any client or consultant of the Firm you had contact with during your consultancy. You will not accept an appointment offered by a client you worked for within six months of completing that assignment, without the Firm's written consent, and must immediately notify your Director/Partner of any such offer.

General Conduct & Compliance

Day-to-day professional conduct, and how the Firm's policies, procedures and rules bind every Consultant.

27 General

As a Consultant you are required to book proper time and expenses, use the Firm-provided email ID and internet for business purposes, never share your access controls or passwords, maintain good ethics and practices, and dress professionally when meeting customers. Keep the Firm informed of any change in your personal particulars and file updated forms on your own initiative, and take personal responsibility for renewing documents bearing on your official duties (passport, driving licence, corporate credit card). The terms of your Contract of Consultancy are indicative and may be modified from time to time; for any clarification on the Firm's Human Capital Policy, contact your local designated HR staff, escalating to the Human Resource Leader if the response is unsatisfactory.

28 Company's policies, procedures and rules

As a Consultant you are governed by all of the Firm's policies, including but not limited to HR Policy, Independence, Risk Management and the Code of Conduct, office procedures, rules and regulations in force from time to time, and these become binding on you immediately on publication.

Binding on publication

Consultants, Employees, Freelancers, Vendors and Associates are all bound by the same published policies the moment they are published — there is no separate notice period before a policy update takes effect.

Read it. Sign it. Honour it.

Signing the Contract of Consultancy, including this Appendix, confirms you accept these General Terms & Conditions on your own volition and without undue influence.

“I agree to be bound by this Policy Guideline and the Firm’s HR Policies, as amended.”

Consultant Code: _____

Consultant Name: _____

Date: _____

Initial: _____

Published on the Namisite website

This Policy Guideline is published on the NAMISITE / NAMISITE TECHNOLOGIES PRIVATE LIMITED website and linked from every employment, vendor, partner or freelance contract or offer letter — acceptance of that contract is deemed acceptance of this Policy, in full.

Clear terms. Shared trust.

ONE POLICY GUIDELINE · NAMISITE TECHNOLOGIES



Namisite Technologies Pvt. Ltd.

Policy Guideline · General Terms & Conditions

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