

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** made and entered into as of the **May 02, 2022** (the "Agreement"), by and between Ipsos Research Pvt. Ltd, a company incorporated under the Indian Companies Act, 1956 and having its registered office at 1701, 17th Floor, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East. Mumbai - 400063, India (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), and **Sumit Bhavnath Jha**, residing at **Flat no. 303, building no.14, Shanti garden, sector-6, Mira Road (E), Thane-401107** (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the Company desires to employ Employee, and Employee desires to be employed by the Company, pursuant to the terms and conditions contained herein; and

WHEREAS, the Company and Employee desire to enter into this Agreement, as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. **EMPLOYMENT.**

(a) Company agrees to and hereby does employ Employee during the Term (as hereinafter defined) to render services to the Company and Employee hereby accepts such employment. Employee will have the title of **Management Trainee – Research** and shall have the duties and authorities customarily associated therewith. The Employee will currently be working at the Company's **Mumbai** office. However, employee is liable to be transferred to any of our other offices.

(b) Employee agrees that, during the Term, Employee shall devote Employee's entire working time, attention, energy, knowledge and skill exclusively to the Company's business and the performance of the duties and responsibilities assigned to Employee hereunder and as may from time to time be assigned to Employee. In addition to the specific duties assigned to Employee, Employee will be expected to perform such other duties as are commensurate with Employee's position and responsibilities, including without limitation, (i) exercising Employee's best judgment; (ii) safeguarding and saving the assets of the Company from waste; and (iii) following, maintaining, and implementing the business plans, budgets, business procedures and directives established and promulgated by the Company, as modified or amended from time to time. The Company and all of its affiliated companies are sometimes referred to herein collectively as the "Ipsos Group".

(c) During the Term, Employee shall not, except with the prior written consent of the Company, engage in any other business or enterprise, whether as owner, partner, shareholder, member, director, employee, consultant, advisor, retainer, contractor or otherwise.

(d) As a condition of employment, Employee agrees to be bound by and to comply fully with all Company policies and procedures for employees, including but not limited to all terms and conditions set forth in any applicable employee handbook, code of conduct, compliance manual or any other memoranda and communication applicable to Employee, including the Ipsos Book of Policies and Procedures and the Ipsos Green Book (as such materials may be amended from time to time) (hereinafter referred to as "Company Policies") and



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CIN : U74130MH2004PTC146904



Employee agrees to execute all such documentation required by the Company in connection with implementing the Company Policies.

(e) Employee hereby represents and warrants that (i) Employee is not a party to any oral or written agreement which purports to restrict or in any other way affects Employee's ability to serve in the capacity in which Employee has agreed to serve, or to perform the duties or comply with the obligations which Employee has agreed to perform or comply with, pursuant to this Agreement; (ii) without limiting the foregoing, Employee is and was not a party to any written or oral agreement in respect of any claim, or currently or previously a party, deponent or target in any proceedings or investigations, nor currently or previously bound by any order or judgment, relating to or in connection with any of Employee's prior or existing employment relationships or directorships; and (iii) Employee will not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(f) Communication with the media may be part of Employee's duties, and Employee shall not make any disparaging or misleading comments or statements about the Company or its affiliated companies or any of their directors, employees or clients. Further, Employee shall not make any statement in respect of unpublished information, which may affect the Company's shares, debentures or other securities unless such statement has been agreed in advance with the Company.

2. **TERM.**

Subject to the provisions of this Agreement the term of Employee's employment hereunder shall commence on **May 02, 2022** and shall continue until terminated as provided in Section 7 below (the "Term").

3. **COMPENSATION.**

(a) Salary. The Employee shall be entitled to an all-inclusive remuneration on a cost-to-company basis. The compensation break-down is provided at Schedule 1 attached hereto.

(b) Employee Benefits.

Benefit Plans. Employee will be eligible for all aspects of the Company's benefits plans as per the applicable terms and conditions as outlined in the Schedule 1 which may be modified from time to time at the Company's sole discretion.

These benefits shall be governed by the terms and conditions of the applicable benefit plans and other documents and such benefit plans and the terms of coverage may be modified from time to time by the Company in its sole discretion. More information on the specific details of the Company's employee benefits can be made available to Employee under separate cover if required.

(c) Acknowledgment. Employee further acknowledges and agrees that he/she understands that the Company is a dynamic organization and its compensation program is under constant review and may change during the course of Employee's employment with the Company.

(d) Payment Terms. The Company may withhold from any amounts payable under the Agreement such taxes as may be required to be withheld pursuant to any applicable law or regulation.

(e) Probationary Period: You will be on probation period till February 01, 2023. Your services will be confirmed with us based on satisfactory performance during probation period and after successful completion of your probation period.

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4. **LEAVE**

Unless otherwise specifically indicated in this Agreement, Employee will be entitled to leave each year, or a pro rata portion thereof in any partial calendar year, during the Term, plus all paid holidays generally provided by the Company to its full time employees, as provided in the Company Policies.

5. **REIMBURSEMENT FOR CERTAIN EXPENSES.**

Employee shall be entitled to incur on behalf of the Company reasonable and necessary expenses in connection with Employee's duties in accordance with policies adopted from time to time by the Company. If such expenses are paid in the first instance by Employee, the Company shall reimburse Employee therefore upon presentation of appropriate documentation. Any tax liability imposed upon Employee by reason of payment or reimbursement of expenses shall be the responsibility of Employee.

6. **RESTRICTIVE COVENANTS.**

(a) **Confidentiality and Non-Disclosure.** The Company's clients expect that the Company will hold all business-related information about the client, including the fact that they are doing business with the Company and the specific matters on which they are doing business, in the strictest confidence ("Client Confidences"). Employee acknowledges that, during the course of Employee's employment, either with the Company or with an Ipsos entity or assign, Employee will have access to such Client Confidences. Employee acknowledges that, during the course of Employee's employment, she/ he will have access to information relating to the Company's or the Ipsos Groups' business that provides the Company with a competitive advantage, that is unique and novel to the Company, that is not generally known by persons not employed by the Company, that could not easily be determined or learned by someone outside the Company and that the Company has taken steps to protect, and that is disclosed to Employee only in strict confidence, including, without limitation, trade secrets used, developed or acquired by the Company in connection with its business ("Confidential Information"). Such Confidential Information, whether or not explicitly designated as confidential, includes both written information and information not reduced to writing, and includes information and unique proprietary knowledge of the identity, characteristics, and preferences of the Company's clients, including Client Confidences, internal corporate policies and strategies of Company, pricing, financial and sales information, personnel information, forecasts, business and marketing plans. Employee acknowledges that the Company at all times retains ownership and control of its Confidential Information, that unauthorized use or disclosure of Confidential Information will damage the Company's business, and that the restrictions contained in this Agreement relating to Confidential Information are reasonable and necessary for the protection of the Company's legitimate business interests. Employee agrees to hold forever the Client Confidences and Confidential Information strictly in confidence and not to use, publish, disclose, divulge or disseminate, at any time, without the prior written consent of an officer of the Company (other than Employee), both during and after Employee's employment by the Company or its assigns, Client Confidences and Confidential Information except as may be necessary in the good faith performance of Employee's employment duties to the Company. Employee acknowledges that all Confidential Information including all documents, in hard copy or electronic form, received or created by Employee in connection with Employee's employment with the Company are and will remain the property of the Company. Employee agrees to return all such documents (including all copies) promptly upon the termination of Employee's employment and agrees that during or after Employee's employment, Employee will not, under any circumstances, without the written consent of an officer of the Company, disclose those documents to anyone outside the Company's affiliated companies or use those documents for any purpose other than the advancement of the Company's interests. Notwithstanding the aforesaid provisions, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.



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(b) Employee understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to clients, salary information, benefits, or stock of Company employees, is only on a "need to know basis". Employee understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by Employee, and Employee agrees that he/she will not access any databases or tables other than those necessary to perform Employee's duties. The Employee understands that accessing a Company database or table that does not directly relate to the work required to be performed by Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Employee also understands and agrees that sharing passwords, using another employee's password, or allowing someone to use a password that has been designated solely as the password of Employee, may, at the sole option of the Company, result in disciplinary action up to and including termination. Employee also understands that the Company may monitor and review which databases and tables that Employee has been accessing at any time without prior notice to Employee.

(c) Non-Competition. Employee acknowledges that the Company is in a highly competitive industry and that Employees leaving the Company to join a competing business would jeopardize the Company's Client Confidences, Confidential Information and client relationships. Accordingly, the employee agrees that during the employee's employment with the Company, the employee will not directly or indirectly work for or with, own, invest in, render any services or provide advice to, or act as officer, director, employee, or independent contractor for, any person or entity that competes with the Company in the products or services it offers to its clients. Furthermore, the employee agrees and recognizes that any promotion to a senior position in the Company depends on the signature of a Non-Compete Agreement, which shall be enforceable during the employees' employment with the company and for a limited period, to be defined, after the termination of the employees' employment with the Company.

(d) Non-Solicitation of Clients. Employee acknowledges that, by virtue of Employee's employment with the Company, Employee has gained or will gain knowledge of the identity, characteristics, and preferences of the Company's clients, among other Client Confidences and Confidential Information, and that Employee would inevitably have to draw on such information if Employee were to solicit or service the Company's clients on behalf of a competing business. Accordingly, Employee agrees that during Employee's employment with the Company, and for one (1) year following the termination of that employment for any reason (whether voluntary or involuntary and whether with or without Cause), Employee will not, on Employee's own behalf or behalf of anyone else, directly or indirectly solicit or accept the business of, or perform any competing services for actual or prospective clients of the Company (a) as to which Employee performed services or had direct contact in the two (2) years leading to the date of Employee's termination from employment or (b) as to which Employee had access to Client Confidences or Confidential Information during the course of the last two (2) years of Employee's employment with the Company, or (c) in the case of a prospective client Employee was privy to or participated in any way (i) in direct contact with the prospective client, (ii) a request for proposal response, (iii) a proposal, or (iv) any written or oral presentation to that prospective client or prospective client contact during the course of the last two (2) years of Employee's employment with the Company. Employee further agrees that during Employee's employment, and for the one-year period thereafter, Employee will not encourage or assist any person or entity in competition with the Company to solicit or service any actual or prospective client of the Company covered by this paragraph, or otherwise seek to encourage or induce any such client to cease doing business with, or reduce the extent of its business dealings with, the Company.

(e) Non-Solicitation of Employees. Employee also agrees that for the one-year period following the termination of Employee's employment for whatever reason (whether voluntary or involuntary and whether with or without Cause), Employee will not solicit, recruit, hire or seek to hire (whether on Employee's own behalf or on behalf of some other person or entity) any person who is at that time (or was during the prior six (6) months) an employee, consultant or independent contractor of the Company.



(f) Intellectual Property.

(i) Employee agrees to fully and promptly disclose to the Company, without additional compensation, all ideas, inventions, discoveries, improvements, designs, processes, production methods and technological innovations, whether or not patentable, copyrightable works, trademarks, service marks or other proprietary trade secrets which, while Employee is employed by the Company, are made, conceived or reduced to practice by Employee, alone or with others, during the Term and which are related to the business of or which result from tasks assigned to Employee by the Company ("Intellectual Property").

(ii) During the Term and for six (6) months after termination of the Employee's employment with the Company, Employee agrees to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. Employee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that Employee does not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by Employee (alone or with others) during the period of employment, shall be promptly disclosed to the Company.

(iii) Employee acknowledges that the Company owns all such Intellectual Property rights as works made for hire to the fullest extent of the law and, for the avoidance of doubt, hereby irrevocably, absolutely, unconditionally and perpetually assigns to the Company all worldwide rights in respect of the Intellectual Property in any and all media now known or hereafter developed, along with all existing causes of action, known or unknown. To the extent any assignment of Intellectual Property cannot be made to the Company or its designees, for any reason whatsoever, the Employee hereby irrevocably, absolutely, unconditionally and perpetually agrees to assign to Company or its designees, all of the Employee's right, title and interest therein or any part thereof. Employee agrees, at any time during or after Employee's employment, to sign all papers and do such other acts and things, at the Company's expense, as the Company deems necessary or desirable and may reasonably require of Employee to protect the Company's rights to such Intellectual Property, including applying for, obtaining and enforcing legal protection on such Intellectual Property in any and all countries. Employee hereby waives any and all moral rights in any and all Intellectual Property. Should the Company be unable to secure the signature of Employee on any document necessary to apply for, prosecute, obtain, protect or enforce the rights of the Company to any Intellectual Property, due to any cause, Employee hereby irrevocably designates and appoints the Company and each of its duly appointed officers and agents as Employee's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance and enforcement of the rights of the Company to any Intellectual Property, with the same force and effect as if executed and delivered by Employee. The Company reserves the right to appoint another attorney in lieu of the attorney appointed hereinabove. Employee confirms that the rights that vest with the Company in relation to the Intellectual Property shall not be deemed to have lapsed if the Company does not exercise the rights for any period whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law of any jurisdiction.

(iv) Employee represents and warrants that he/she will not use or integrate in the Intellectual Property any third party materials or data that are not validly licensed to the Company unless previously authorised by Employee's reporting officer in the Company. Employee represents and warrants that Employee has not violated the intellectual property rights of any third party and covenants that he/she shall not violate the intellectual property rights of any third party in the course of his/her employment with the Company. In the event the Company is held liable for Employee's violation of any intellectual property rights, Employee undertakes to indemnify the Company and its affiliates against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.



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(g) Breach. In the event that Employee violates any provision of this Section 6 of this Agreement, the time periods set forth in those paragraphs shall be extended.

(h) Survival. The terms of this Section 6 shall survive any termination or expiration of this Agreement according to their terms, or if no term is specified, in perpetuity.

7. TERMINATION.

(a) Notwithstanding Section 2 hereof, the Term shall terminate upon the earliest of the following dates or events (the "Termination Date"):

(i) The date of the death of Employee;

(ii) In the event Employee shall be unable, by reason of physical or mental disability/illness (or disablement), to perform Employee's duties hereunder for a cumulative period (leaves excepted) of sixty (60) days in any consecutive twelve (12) month period (to the extent it would not violate applicable law) and the Company shall elect by notice in writing to terminate Employee's employment hereunder for such reason (to be effective immediately or on such later date specified in such notice);

(iii) In the event that the Company shall elect to terminate Employee's employment for Cause, in connection with the occurrence of any event described in Section 7(b) below;

(iv) In the event Employee shall elect to terminate Employee's employment in either state of employment, i.e.,

(a) During the probation period, on **one month** written notice to the Company; or

(b) Post completion of probation period and on confirmation automatically or otherwise, on **two months'** written notice to the Company,

In either of the above situation the release will be governed by the general terms and conditions of employment in force at that point in time. After submission of resignation letter, you may opt for early release, instead of serving the entire notice period, the same can be done only on written approval from the Concerned Head. In such an event the payment in lieu (last base salary) will be deducted from the dues. All the other formalities regarding release will be governed by the general terms and conditions of employment in force at that point in time.

(v) In the event the Company shall elect to terminate Employee's employment for any reason other than Cause, Company shall give Employee prior written notice of termination as per the below state of employment or equivalent monetary compensation (last base salary):

(a) During the probation period, on **one month** written notice to the Employee; or

(b) Post completion of probation period and on confirmation automatically or otherwise, on **two months'** written notice to the Employee,



(b) For purposes of this Agreement, the term “Cause” shall include but not be limited to the occurrence of any one or more of the following acts or omissions by Employee: (i) material failure, or willful and material refusal, to perform Employee’s duties under this Agreement; (ii) intentional insubordination; (iii) misconduct (as provided in the Company Policies and/or under applicable labour law), negligence, fraud or dishonesty in the performance of Employee’s duties; (iv) alcoholism; (v) habitual substance abuse or possession of illegal drugs; (vi) conviction for any criminal offence that is in the Company’s sole discretion materially harmful to the Company or its reputation; or (vii) misrepresentation or breach of any representation and warranty, covenant or agreement in this Agreement or any other agreements between Employee and the Company.

(c) For purposes hereof, the “Termination Date” shall be the last day of the period in which the termination notice is given (such period, the “Notice Period”), e.g., if six (6) months’ notice is required, the date of termination of the Term shall be the end of the 6th month after notice is given, unless a later date is agreed to by the parties, in which case the Termination Date shall be the later date.

(d) The Company may, in its absolute discretion, require Employee at any time during the Notice Period (or in case of any suspension) not to attend Employee’s place of work and/or not to perform any duties for the Company or to perform any such duties, projects or tasks as are expressly assigned to Employee by the Company. Employee shall continue to be employed by the Company during such period and therefore shall be eligible to receive Employee’s full pay and benefits. During any such period, Employee shall (i) notify the Company of any change of address or contact details, or (ii) if requested by the Company, refrain from contacting employees, clients and professional contacts of the Company, (iii) cease to be an authorized signatory of the Company or hold a power of attorney for the Company, and (iv) continue to be bound by the express and implied duties of Employee’s employment, including, without limitation, by the duty of fidelity and good faith owed to the Company.

(e) Notwithstanding anything to the contrary, if the employment of Employee is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment / unit / undertaking) and Employee shall have been offered employment with the company succeeding to the Company upon such event on terms no less favorable to Employee than the terms in effect under this Agreement then the Employee shall have no legal or contractual claim against the Company by reason of the termination of the employment.

8. CONSEQUENCES OF TERMINATION.

(a) Upon the termination of Employee’s employment with the Company, Employee shall not be entitled to receive any further compensation, benefits from the Company, except for payment of Employee’s Salary accrued through the Termination Date, Employee’s unreimbursed expenses, Employee’s unused accrued leave (if applicable as per company policy) and such amounts required by applicable law or the terms of a benefit plan maintained by the Company (the “Accrued Amounts”) ; all of which would be payable in the full and final settlement.

(b) Except as provided herein, Employee shall continue to receive Employee’s Salary and benefits as provided for in Sections Section 3(a) and 3(b) above during the Notice Period.



(c) Any payments or benefits made or provided pursuant to this Section 8 (other than the Accrued Amounts) are subject to Employee's: (i) full and continued compliance with the provisions of Section 6 above and the other terms and conditions contained herein; (ii) delivery to the Company of an executed full and complete release of claims, with such terms as needed under then applicable law to give full effect to its intent and purpose; and (iii) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans.

9. **RETURN OF COMPANY PROPERTY.**

If asked to do so by the Company at any time during Employee's employment, or automatically when Employee's employment ends, Employee will promptly return to the Company all original and copy documents (including those considered to be Intellectual Property, Client Confidences and/or Confidential Information), software and any other information-storing medium belonging to the Company and any other property belonging to the Company or belonging to any third party who has provided the property to the Company for its use and which is in Employee's possession or under Employee's control.

Employee agrees that Employee will confirm in writing that Employee has fully complied with these obligations if asked to do so by the Company. The Company may withhold any monies owing to Employee until Employee has complied with this obligation.

Employee will co-operate with any request made by the Company either during or after the termination of Employee's employment to provide access (including passwords and any codes) to any computer or other equipment (electronic or otherwise) in Employee's possession or under Employee's control, which contains information relating to the Company or its business. Employee will permit the Company to inspect, copy or remove any such information.

10. **COOPERATION.**

Upon the receipt of reasonable notice from the Company (including notice from outside counsel), Employee agrees that while employed by the Company and thereafter, Employee will respond and provide information with regard to matters in which Employee has knowledge as a result of Employee's employment with the Company, and will provide reasonable assistance to the Company, its affiliated companies and their respective representatives in defense of any claims that may be made against the Company or its affiliated companies, and will assist the Company and its affiliated companies in the prosecution of any claims that may be made by the Company or its affiliated companies, to the extent that such claims may relate to the period of Employee's employment with the Company. The Employee agrees to promptly inform the Company if Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or its affiliated companies. The Employee also agrees to promptly inform the Company (to the extent that Employee is legally permitted to do so) if Employee is asked to assist in any investigation of the Company or its affiliated companies (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliated companies with respect to such investigation, and shall not do so unless legally required. To the extent that Employee incurs out of pocket expenses, the Company agrees to reimburse Employee for reasonable out of pocket expenses, as determined in the Company's sole discretion, incurred in connection with such cooperation.



11. **OTHER TERMS.**

(a) Except as otherwise provided in this paragraph, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Neither this Agreement nor any right or interest hereunder shall be assignable by Employee, his beneficiaries, or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 11(a) shall preclude Employee from designating a beneficiary to receive any benefit payable hereunder upon his death, or the executors, administrators, or other legal representatives of Employee or his/her estate from assigning any rights hereunder to the person or persons entitled thereunto. This Agreement shall be assignable by the Company to a subsidiary or affiliate of the Company; to any corporation, partnership, or other entity that may be organized by the Company, its general partners, or its officers, as a separate business unit in connection with the business activities of the Company or of its general partners or officers; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership, or other entity or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred. In the event Employee begins working for, or providing services to any affiliated company, so much of this Agreement as may be appropriate under the circumstances shall be deemed assigned, without need for notices or any written instrument.

(b) Any notice to be given by the Company hereunder shall be sent by an email, overnight courier with receipt confirmation or by certified or registered mail addressed to Employee at Employee's address above written, and any notice to be given by Employee hereunder shall be sent by fax (with a confirmation copy by mail), overnight courier with receipt confirmation or by certified or registered mail addressed to the Company at its address above written, Attention: **Country Manager, India** with a copy to the **Country HRD, India** Any party may change the address to which notices are to be sent by giving written notice of such change of address to the other, in the manner above provided for giving notice. No notice given hereunder shall be deemed to have been given unless actually received by the party to whom it is addressed, provided that a certified or registered mail receipt shall be conclusive evidence of receipt thereof.

(c) Employee hereby expressly agrees and acknowledges that the restrictions contained in this Agreement are fair, reasonable and necessary for the protection of the legitimate business interests of the Company and its affiliated companies and that any breach of this Agreement would possibly cause irreparable harm to the Company, and that the Company may not have an adequate remedy at law. Therefore, in addition to any other remedy which the Company might have, the Company, in such circumstances, shall be entitled to injunctive relief for any such breach. Employee hereby agrees that should the Company institute any action or proceeding for injunctive or similar equitable relief to enforce these covenants, Employee waives and agrees not to assert the claims or defenses that the Company has an adequate remedy at law or that the Company will not suffer irreparable damage. Employee also agrees that any request for such relief shall be in addition and without prejudice to any claim for monetary damages which the Company might elect to assert. This provision is a material inducement for the parties' acceptance of this Agreement.

(d) If any provision of this Agreement is held to be unenforceable by a court or other decision-maker, the remaining provisions shall be enforced to the maximum extent possible. If a court or other decision-maker should determine that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

(e) This Agreement shall be governed by and construed in accordance with the laws of India. Employee hereby irrevocably consents to exclusive jurisdiction of the courts of Mumbai for the purpose of any legal proceeding relating to or arising hereunder this Agreement.



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(f) The Company and Employee agree that (i) this Agreement and any documents incorporated by reference herein are the entire and only agreement between the parties respecting the subject matter hereof and integrates all prior offers, promises, agreements, representations, undertakings and covenants relating in any way to the subject matter hereof, and (ii) there are no other agreements, contracts, terms, provisions, promises, representations, undertakings, or covenants among or between the Company and Employee relating in any way to the subject matter hereof. This Agreement may be modified only by a written instrument executed by all parties hereto.

(g) Employee acknowledges that Employee understands the terms and conditions set forth in this Agreement and has had adequate time to consider whether to agree to them and to consult a lawyer or other advisor of Employee's choice if Employee wishes to do so. Employee enters into this Agreement with full understanding of the nature and extent of the restrictive covenants contained herein, and acknowledges that because of the nature of the Company's business, this Agreement would not be entered into without the restrictive covenants contained herein. Employee acknowledges and agrees that he is entering into this Agreement voluntarily and of his/her own free will in order to obtain the benefits of employment, continued employment, and compensation by the Company. Employee acknowledges and agrees that he has not been coerced or suffered any duress in order to induce him to enter into this Agreement.

(h) The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

(i) English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.

(j) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(k) The Company may, in connection with Employee's employment, receive personal data relating to him or third parties associated with him (such as spouse or children). Such data may be received from Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. By signing this Agreement, Employee expressly consents to the following; (i) the processing of his/her personal data by the Company; (ii) the collection and processing of sensitive personal data about Employee for limited purposes; (iii) the transfer worldwide of personal data held about Employee by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of Employee's personal images and voices in marketing material, videos, etc.; and (iv) treating any personal data to which Employee has access in the course of his employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to him.



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(l) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

IPSOS RESEARCH PVT. LTD.

A handwritten signature in blue ink, appearing to read "Swati", with a horizontal line underneath.

By: _____

Swati Kundan Sinha

Associate Director - HR

Sumit Bhavnath Jha

Ipsos Research Pvt. Ltd.

Registered Office:

Lotus Corporate Park, 1701, 17th Floor, F Wing, Off Western Express Highway, Goregaon East, Mumbai - 400063, India

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CIN : U74130MH2004PTC146904

Schedule 1**Name : Sumit Bhavnath Jha**

Designation : Management Trainee	Per Month	Per Annum
Basic Salary	21125	253500
House Rent Allowance	10563	126750
City Compensatory Allowance	18129	217543
Children Education Allowance	200	2400
Hostel Education Allowance	600	7200
Provident Fund (Company's contribution)		30420
Gratuity		12188
Total Cost to The Company	50616	650000

Insurance Benefits:

You will be covered under life insurance policy up to Rs 5,00,000 Lakhs.
You will be also covered under Mediclaim policy of up to 3,00,000/- p.a.

Terms and Conditions:

"Ipsos reserves the right to restructure your compensation under the organization wide compensation restructuring program/ process. As an when such restructuring process will take place your compensation structure will be aligned to new changed structure without impacting your overall Cost to Company (CTC). As a result, your monthly gross salary or offered compensation structure might get an impact but your overall CTC will remain same."

