



CORPORATE SERVICES INDIA LLP

25 March 2024

Darshan Sharma
227/2 Sector 46- A Chandigarh 160047
7009746321

Dear Darshan Sharma,

7-Eleven Corporate Services India LLP, henceforth referred to as 7-Eleven / Organization, is pleased to offer you the position of **Software Engineer II**.

With an employment start date of **25 March 2024**. This letter supersedes and replaces the offer letter issued to you previously by the Organization and outlines the terms of your employment with the Organization effective from **25 March 2024**.

TERMS OF EMPLOYMENT:

1. WORK LOCATION

Your primary place of work is 7-Eleven Corporate Services India LLP, North Wing, 1st Floor, Bhartiya Centre of Information Technology, Yelahanka Hobli, Thanisandra Main Road, Chokkanahalli Village, Bengaluru (Bangalore) Urban, Karnataka, 560064. However, the Organization reserves the right to assign you to another office of the Organization in India or another country/territory in which the Organization's affiliates operate, for the performance of your job.

2. COMPENSATION

We are offering you a total compensation including performance linked bonus (referred to as 7-Eleven Corporate Incentive Plan) of **INR 2,400,000**.

Your target annual bonus is **INR 205,613** and is subject to terms and conditions of the bonus plan and any adjustment thereof at the sole discretion of the Organization. Your compensation will be paid to you subject to withholdings/deduction of tax at source under prevailing regulations.

In addition to the above-mentioned compensation, you will be provided one-time relocation reimbursement support as outlined in the Organization's relocation policy.

100% of the expenses incurred and reimbursed on your relocation is subject to claw back in case you leave the Organization before completing 1 year of consecutive service and 50% of the expenses incurred and reimbursed on your relocation is subject to claw back in case you leave the Organization before completing 2 years of consecutive service from your date of joining.

3. BACKGROUND VERIFICATION

Your employment is contingent upon completion of a successful background check. This will be conducted by such agency whose services are contracted by the Organization, from time to time. The verification will include authentication of any factual or historical information provided by you, related to past and present data such as reference details, previous employment details including compensation drawn, educational credentials, and criminal records, etc. You acknowledge that by providing your personal information, you have consented for disclosure of personal information for the purpose of

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completion of a background check as contemplated herein. You are also required to give your specific consent for a background check by signing the Release for Background Check provided to you.

If any information you provide to the Organization proves to be false or if you are found to have willfully withheld any information, the Organization reserves the right to revoke your offer or terminate your employment with immediate effect without any notice or liability whatsoever.

4. WORKING HOURS

Your standard working hours are 10:00 AM to 6:30 PM as per the Organization's current policy. The Organization ordinarily observes a five day work week between Monday-Friday. Your working hours/days are subject to change, as may be required to meet the needs of the business.

5. PROBATION

You will be on probation for 90 days from your date of joining the Organization. If not confirmed by the Organization in writing upon completion of 90 days, your probation period shall be deemed to have been extended further. Completion of probation period will be specifically confirmed in writing by the Organization.

6. INSURANCE COVERAGE

You are eligible for group medical insurance coverage for hospitalization as per the Organization's policy. The Organization reserves the right to alter the policy from time to time.

7. RULES OF EMPLOYMENT; CODE OF CONDUCT

At all times, you agree to conduct yourself in a professional manner and in a way that does not conflict with the Organization's interests. Additionally, you shall comply with the Organization's internal guidelines, instructions, policies, rules, and procedures as listed by the Organization and may be drafted, enforced, amended, and/or altered from time to time during your employment with or without prior notice ("**Rules of Employment**"). Such Rules of Employment include but are not limited to the Organization's Code of Conduct. You acknowledge that failure to comply with such Rules of Employment may justify termination of your employment. You further acknowledge that certain requirements in the Code of Conduct will continue to be binding on you even after you leave the Organization and undertake to comply with the related requirements.

8. LEAVE

You will be eligible for leave and holidays under the Organization's leave policy. The Organization reserves the right to alter the policy from time to time.

9. RETIRALS

You will be eligible to participate in the Organization's Provident Fund and Gratuity Plans, consistent with the terms of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, as amended, and the Payment of Gratuity Act, 1972, respectively.

10. TERMINATION & NOTICE PERIOD

While on probation, the employment of the Employee with the Organization may be terminated by either Employee or the Organization by giving two weeks' notice. The Organization shall have the option to terminate the employment by paying the Base Pay in lieu of such notice period.

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Upon confirmation, the employment of the Employee may be terminated by either the Employee or the Organization by giving (a) [90 days' notice] for Employees who are Managers and above or (b) 60 days' notice for Employees below the Managers level. The Organization shall have the option to terminate your employment by paying the Base Pay in lieu of notice period, which shall be decided at the sole discretion of the Organization.

This Agreement and the employment of the Employee with the Organization may be immediately terminated by the Organization for Cause, and the Employee shall not be entitled to any compensation whatsoever, in such an event, except for dues as may be contractually agreed or statutorily payable in terms of this Agreement.

For the purposes of this Agreement, "**Cause**" means any of the following: (a) there has been a gross negligence and willful misconduct on the part of the Employee in the course of his/her employment with the Organization; (b) the Employee has engaged in fraud, embezzlement, theft, commission of a felony, or dishonesty etc. in the course of his employment with the Organization; (c) the Employee has engaged in any behavior which is considered by the Organization to be detrimental to the interests of the Organization; (d) a breach by the Employee of any of the terms and conditions of this Agreement; (e) any unauthorized or negligent disclosure of confidential information by the Employee; or (f) the Employee is charged with any felony or crime involving moral turpitude, fraud or misrepresentation;

11. CONFIDENTIAL INFORMATION

You will not use for personal benefit, or disclose to any person, firm or company, or make public, any Confidential Information of which you gain knowledge that is of a commercial or business nature relating to the Organization or any of the Organization's associates or customers, either during the term of the employment or after the termination thereof, directly or indirectly, in any way or form whatsoever, unless such disclosure is consented to by the Organization in writing. You hereby confirm that you have no obligation towards any competing employer, and that you may not, without the Organization's prior consent in writing, carry on competing professional activity during the term of your employment with the Organization. The provisions of this Section 11 shall survive the termination of your employment with the Organization and the termination/expiration of this Agreement.

For the purposes of this Agreement, "**Confidential Information**" means all non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals - concerning the past, current or future business, activities and operations of the Organization, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Organization on a confidential basis;

12. NON-COMPETE

You will not seek full time or part-time job or be involved in any way with a competitor's business activities either directly or indirectly during your employment with the Organization, and for a period of twelve (12) months in the event of cessation of your employment with the Organization.

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13. NON-SOLICITATION

During the employment period and for a period of twelve (12) months after any termination of employment hereunder for any reason, you will not, directly or indirectly, (i) induce or attempt to induce any employee of the Organization to leave the employment of the Organization; (ii) in any way interfere with the relationships between the Organization and any such employee of the Organization; (iii) employ or otherwise engage as an employee, independent contractor or otherwise any such employee of the Organization; or (iv) induce or attempt to induce any customer, supplier, licensee or other person or entity that has done business with the Organization during the period of your employment and within twenty-four (24) months of your last day of employment to cease doing business with the Organization or in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the Organization or its affiliates.

14. DUAL EMPLOYMENT

Your position with the Organization calls for full-time employment, and you will devote yourself exclusively to the business of the Organization. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during your employment with the Organization, without written permission from the Organization.

15. PERSONAL DATA

The Organization has collected and shall collect and process in the future, certain personal information concerning your employment with the Organization. You hereby understand, agree, and consent to the collection, use, storage, and processing of your personal information, including Sensitive Information, for the purpose of administering your employment with the Organization. You also agree and consent to the transfer of your personal information and Sensitive Information to the Organization's affiliates, parents, and third-party service providers, for the purpose of administration of your employment, including but not limited to employment-related benefits and records, as well as background verification. For the purposes of this Agreement, the term '**Sensitive Information**' shall mean and include such sensitive personal data or information that relates to your passwords, financial information, health condition, and /or biometric information. You hereby consent to the processing of your personal data in the manner described above, whether by the Organization or any service provider on behalf of the Organization.

16. CHANGES TO EMPLOYMENT TERMS AND CONDITIONS:

The Organization may modify or cancel, entirely at its discretion, your benefits, change policy or plan documents, the manner or structure of your remuneration, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location) and duties and responsibilities from time to time by providing you notice via change in policy (or) by personally issued e-mail as appropriate.

17. GENERAL:

- a. The above terms and conditions are based on the Organization's Policy, Procedures, and other Rules and Regulations currently applicable to the Organization's employees, all of which are subject to amendments and adjustments from time to time at the Organization's sole discretion, to the extent allowed by law.
- b. Ownership of, and all right, title, and interest in, all work product, improvements, developments,

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discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Organization or any of its affiliates by you, insofar as they are related to or relatable to the business of the Organization or any of its affiliates (“Work Products”), whether before or after commencement of employment with the Organization shall vest in the Organization so long as such Work Products are developed or created, partly or fully, using the Organization’s time, resources or information.

To the extent that ownership of any intellectual property rights in the Work Products does not, by operation of law, vest with the Organization, you hereby irrevocably assign to the Organization, all your rights, title, and interest intellectual property rights in the Work Products, in perpetuity and for the whole of the world (the “Assignment”). You agree that the said Assignment shall not lapse in any circumstances, including on the failure of the Organization to exercise the rights assigned to it for any period whatsoever.

You shall perform all further acts, deeds and things, and execute and deliver all further documents which the Organization requests to give full effect to the Assignment, and/or to secure protection in respect of the intellectual property rights in the Work Products, and/or to enforce the intellectual property rights in the Work Products against third parties.

- c. The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement shall survive the termination of this Agreement.
- d. In case any terms of your employment are held to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- e. Notices may be given by either of us by letter addressed to the other party at, in the case of the Organization, its registered office for the time being and in your case, your last known address or by email at the email address set forth below, or to such other email address as a party may from time to time notify to the other.

Email address of Organization:	GM-HR-GCC@7-11.com
Email address of Employee:	thedarshansharma@gmail.com

Any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted. Any notice given by email shall be deemed to have been given on receipt of successful transmission.

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- f. Neither this letter nor any right or interest hereunder shall be assignable by you, your beneficiaries, or legal representatives without the Organization's prior written consent. This letter shall be assignable by the Organization to a subsidiary, successors or affiliate of the Organization to any corporation, partnership, or other company that may be established by the Organization, its general partners, or its officers, as a separate business unit in connection with the business of the Organization or to any corporation, partnership, or other Organization resulting from the reorganization, merger or consolidation of the Organization or any other Organization to or with which all or any portion of the business or the property may be sold, exchanged or transferred.
- g. At all times during the course of your employment with the Organization (and even after the termination of your employment with respect to the terms contained herein) you agree to indemnify and keep indemnified the Organization, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Organization may suffer or incur or which may be made against the Organization as a result of any misrepresentations or breach of this letter, acts or omissions of by you during the course of employment.
- h. No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- i. The terms of this letter shall be governed under the laws of India and the courts at Bangalore shall have exclusive jurisdiction over all matters arising out of or in relation to your employment with the Organization.

We welcome you to 7-Eleven Corporate Services India LLP and trust we will have a long and mutually rewarding association.

Please communicate your acceptance of this appointment by signing a copy of this letter and returning it to us.

Sincerely,

For and on behalf of 7-Eleven Corporate Services India LLP

Jennifer Goschke
VP & Country Leader 7 – Eleven GSC India

I, Darshan Sharma, do hereby accept the terms of employment outlined in this letter and other provisions referenced in the Appointment Letter as applicable.

Employee Signature

Date

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Annexure A – Compensation Breakup

Name	Darshan Sharma
Date of Joining	25 March 2024
Job Title	Software Engineer II

Component of Pay	Calculation Reference	Calculated as	Amount in INR p.a.
Basic Salary	A	40% of Base Pay	822,453
House Rental Allowance	B	40% of Basic Salary	328,981
Special Allowance	C	Balancing figure	904,699
Base Pay	$D = (A + B + C)$	Sum of all cash components	2,056,133
Employer contribution to Provident Fund	E	12% of (Base Pay - HRA)	98,694
Gratuity	F	As per statute	39,560
7-Eleven Corporate Incentive Plan	G	Defined as a percentage of Base Pay for on-target performance; amount paid is subject to company and individual performance conditions being met	205,613
Total Compensation	$H = D + E + F + G$	Sum of all components	2,400,000