



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

February 24, 2023

Swapnali Suresh Patole
Tasgaon, Anjani
Sangli- 416311
Maharashtra
India

Dear Swapnali:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Software Developer with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.



1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions



given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your provisional employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your provisional employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements



3.1 Your annual fixed compensation will be ₹1,000,000.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your provisional employment with GBS. Please see Schedule B attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code is attached.

5. Code of Ethics Policy - Personal Trading

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Covered Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Covered Persons" and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the

course of performance of official duties. The policy requires Covered Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Covered Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) “Covered Persons” , are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your provisional employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

(a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;

(b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;

(c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company’s property;

(d) your failure to comply with the directions given to you by your manager or any other authorised person;

(e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the

premises of the Company;

(f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;

(g) you abetting a strike in contravention of any law for the time being in force;

(h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);

(i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;

(j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment 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 if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform



the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your provisional employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this contingent offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this provisional offer:

(a) Employment Screening: This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of



employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) Work Authorization: Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) Commissions: The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) Prerequisites: Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) Payroll Taxes and Withholdings: All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) Sensitive Personal Data or Information: The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing provisional employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held 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 (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and



voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's 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 you.

(g) Indemnification: You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) Non-Disparagement: During the term of your provisional employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) Governing Law: Your provisional employment with the Company shall be governed and construed in accordance with the laws of India.

(j) Jurisdiction: Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any provisional employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,



Saurabh Yadav
Head –HR Operations

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS

Basic

Monthly INR Amount: 33,333

Annual INR Amount: 400,000

House Rent Allowance

Monthly INR Amount: 16,667

Annual INR Amount: 200,000

Bouquet of Benefits~

Monthly INR Amount: 33,333



Annual INR Amount: 400,000

ANNUAL FIXED COMPENSATION (A)

Monthly INR Amount: 83,333

Annual INR Amount: ₹1,000,000.00

RETIRALS BENEFITS

Employer`s Contribution To Provident Fund

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL RETIRALS BENEFITS (B)

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL REMUNERATION (A + B)**

Monthly INR Amount: 87,333

Annual INR Amount: 1,048,000

** You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards payment of bonus act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

All salary components are governed by the company policy and statutory guidelines.

4. Leave



During a full calendar year you are eligible for leave days (referred to by GBS as Paid Time Off (“PTO”) days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company’s policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company’s expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.



Content

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CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to protect the Company’s legitimate business interests and



assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;



(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove



that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

2. NOTICE AND NON-INTERFERENCE OBLIGATIONS: The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:



(i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

(ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;

(iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;

(iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;

(v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;

(vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,

(vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or



involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES. During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS. During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any



Referral Firm.

(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS

RELATIONSHIPS. During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

(f) GEOGRAPHIC LIMITATIONS. Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

(g) SPECIAL REMEDIES. The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or



indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates

to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.

4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY. The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION. A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS. The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next



three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS. The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

8. FORM OF PARTIES' SIGNATURES AUTHORIZED. The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. **SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same



subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

10. OTHER MISCELLANEOUS PROVISIONS. The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW. EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

* * *



ACCEPTANCE

I, Swapnali Suresh Patole, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on July 24, 2023 or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign1: 

Name: Swapnali Suresh Patole