

EMPLOYMENT AGREEMENT

This Employment Agreement (the “**Agreement**”) is executed on the **16 June 2022**
BY AND BETWEEN

Diageo Business Services India Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 2nd & 3rd Floor, Karle SEZ Tower-Hub 2, Karle Town Center, Kempapura Main Road, Opposite Nagawara Lake, Nagawara, Bangalore -560045, Karnataka, 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

Sivasankar P, (hereinafter referred as the “**Employee**”).

The Company is pleased to appoint the Employee as **Senior Associate**, at Level **L6B** with effect from **04 July 2022** (hereinafter the “**Effective Date**”), subject to the following terms & conditions.

This Agreement supersedes all other communications made to the Employee prior to the execution of this Agreement.

1. Date of Joining

The Employee shall commence his/her employment with the Company on the Effective Date (notwithstanding the date of execution of this Agreement) and continue his/her employment with the Company in accordance with the Company policies, rules and regulations and this Agreement.

2. Role & Responsibilities:

- a. The Employee’s designation and job level is subject to change in accordance with applicable Company policies and the Employee’s role and associated responsibilities shall be as communicated by the Company from time to time. The Employee will be required to report to the **Senior Manager HR** who is the Employee’s designated manager and supervisor. The Company shall have the discretion to reassign the Employee’s reporting to any other position as it deems fit.



- b. For the avoidance of doubt it is not permitted to engage in alternative employment either whole time or part time, or associate with any firm, person or organization as an advisor, director or partner, whether for remuneration or not while the Employee is an Employee of the Company, unless otherwise agreed in writing between the Employee and the Company

3. Remuneration

- a. The Employee's base salary will be **INR. 380,952** (Rupees Three Lakhs & Eighty Thousand Nine Hundred Fifty Two Only) and the target bonus will be upto **5%** of the base salary, per annum. The break-up of the Employee's compensation shall be as set forth in Annexure I of this Agreement. The Employee hereby acknowledges that tax at source (TDS) will be deducted by the Company, from the Employee's compensation, as per applicable laws. The Employee further agrees that the Employee will be responsible for complying with the applicable provisions of the Income Tax Act, 1961 and any succeeding or replacement legislation.
- b. The Employee's monthly compensation shall be paid by means of cheque or wire transfer, or by any other means convenient to the Company.

4. Appraisals & Benefits

- a. An appraisal of the Employee's performance may be conducted every year. Such appraisal may be used by the Company in determination of any target bonuses, increments, incentives or other reward mechanism. Any target bonuses, increments or other incentives may be provided at the sole discretion of the Company.
- b. The Employee hereby acknowledge that the salary paid under this Agreement is sufficient consideration and the Company may, provide additional benefits which are subject to change or may be completely withdrawn.

5. Place of Work

- a. The Employee's place of work will be **Diageo Business Services India, 2nd & 3rd Floor, Karle SEZ Tower- Hub 2, Karle Town Center, Kempapura Main Road, Opposite Nagawara Lake, Nagawara, Bangalore -560045, Karnataka, India.** However, the Employee may be required to work in other locations.
- b. The Employee hereby consents to a transfer in his/her location, to provide services to the Company's customers, subsidiaries or affiliates, based on business needs. In such an event, the Company will do its best to accommodate requests or preferences that the Employee may have with respect to location or other matters in accordance with Company policy. In the event of the Employee's transfer to another location, remuneration and other benefits shall be determined in accordance with the Company's existing policies in that regard.



6. Working hours

The Employee shall work for **Five days [5]** days a week from Monday through Friday. The working hours and the shifts applicable to the Employee will be communicated by the Company from time-to-time depending on its business requirements. The Company shall provide the Employee with a weekly holiday every **Saturday and Sunday**.

7. Leave & Holidays

The Employee shall be entitled to leave in accordance with applicable laws and the Leave Policy of the Company as notified from time to time.

8. Confidentiality and Intellectual Property

The Employee's obligations with regard to confidentiality and intellectual property rights shall be in accordance with the Confidentiality and Intellectual Property Assignment Agreement entered into between the Company and the Employee.

9. Authenticity Of Information

This Agreement has been executed on the basis of information provided by the Employee in his/her application and also at the time of the Employee's interview. Original copies of the Employee's identity proof, certificates, testimonials and previous employment records should be submitted along with the photocopies, for verification. If any declarations given by the Employee to the Company prove to be false or if the Employee is found to have willfully suppressed any material information, the Employee will be liable to be removed from service without any notice.

10. Discipline

- a. The Employee will be governed by the Company's rules, regulations and policies that are updated and published from time to time.
- b. The Employee shall be expected to maintain a high level of professionalism at all times, whether within the Company premises or any other associated premises including client and supplier/ vendor premises.
- c. The Employee shall be responsible for all Company property (including property of the Company's clients and suppliers/ vendors) that is in Employee's possession.
- d. The Employee shall not publicly criticize, defame or misrepresent the Company, its Employees, directors or other personnel and shall not, knowingly, conduct himself/herself in a manner which may result in the Company's name, image, goodwill or business being tarnished.



11. Termination:

- a. Both the Company and the Employee have the right to terminate this Agreement for convenience. The Employee shall provide sixty (60) days written notice, if the Employee decides to terminate his/her employment with the Company.
- b. The Company may terminate the Employee's employment by giving sixty (60) days written notice (or pay/salary in lieu of such notice.)
- c. Notwithstanding anything contained herein, the Company may, immediately terminate the Employee for a breach of this Agreement, misconduct or for any other disciplinary reasons. If the Company believes it is necessary as a part of any disciplinary proceedings or in order to investigate a complaint against the Employee, the Company may suspend the Employee for so long as it may think fit without prejudice to the Company's right to subsequently terminate this Agreement on the same or any other ground. The Company may also terminate the Employee's employment under any applicable policies and rules and regulations.
- d. On termination, the Employee shall receive any accrued but unpaid salary, benefits and all other payments on the next regularly scheduled payroll date or as required by applicable law, subject to completion of exit process. However, subject to applicable laws, the Company shall have the right to deduct any outstanding amounts owed by the Employee to the Company and the Employee expressly authorizes the Company to deduct such outstanding from his/her full and final settlement.
- e. On the termination of employment, the Employee shall immediately deliver to the Company, all materials and equipment of the Company or any other property relating to the Company or its business which are in his/her possession. For the purpose of clarity, the Employee shall vacate any accommodation, if any provided by the Company, return computing equipment, or any other Company provided assets, material or equipment.
- f. During any period of notice of termination, whether such notice has been given by the Company or by the Employee, the Company shall have the right to assign or reduce the Employee's duties. Further, the Company may relieve the Employee from such date as it may deem fit even before the expiry of the notice period and it is not bound to give any reason thereof.
- g. At all times during any period of notice of termination served in accordance hereunder, the Employee shall continue to be bound by the same obligations as were owed to the Company prior to the commencement of the notice period and the Company shall continue to pay the Employee in accordance with the Employee's entitlements under this Agreement.

12. Non-Solicit

During the course of the Employee's employment and for a period of twelve (12) months



following the termination of the Employee's employment with the Company for any reason the Employee shall refrain from either directly or indirectly soliciting the Employees of the Company or the business of any client or customer of the Company for the Employee's own benefit or that of any third person or organization. Notwithstanding the foregoing, the above restriction shall not be applicable to responses to a general advertisement for employment.

13. Assignment

This Agreement shall be binding upon and inure to the benefit of any successor of the Company. Any such successor of the Company shall be deemed substitute for the Company under the terms of this Agreement for all purposes. "Successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. Any attempted assignment, transfer, conveyance or other disposition of the Employee's right to compensation or other benefits shall be null and void.

14. Modification

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

15. Severability

Each paragraph of this Agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the Agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Agreement.

16. Applicable Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the Laws of India. Any and all disputes that arise from this Agreement shall be subject to the exclusive jurisdiction of the competent courts at Bangalore, India.

Warm Regards,

Ranjit Jose
Vice President Human Resources
Diageo Business Services, India



ACKNOWLEDGEMENT

I acknowledge that I have had sufficient time to, and have carefully read and have fully understood all the provisions of this appointment, and am knowingly and voluntarily accepting the terms of this Agreement. I further acknowledge and accept that this appointment is conditional, and is subject to me clearing all mandatory background checks and tests, conducted either prior to or after my joining the Company as an Employee.

I accept the terms and conditions of this Agreement.

Name:

Date:

Signature:

Place:



Crown Royal



BUCHANAN'S



Don Julio

SMIRNOFF



CÎROC

Captain Morgan



Tanqueray



DIAGEO BUSINESS SERVICES INDIA PRIVATE LIMITED

Compensation-Breakup

| Components | Amounts (in INR) |
|--|---------------------|
| Employee Name | Sivasankar P |
| Level | L6B |
| Base Pay | 380,952 |
| Bonus Target | 5% |
| Break-up | |
| Basic (40% of Base Pay or INR 15,000 whichever is higher) | 180,000 |
| HRA (40% of Basic) | 72,000 |
| Provident Fund (Employer contribution @ 12% of Basic or INR 1,800) | 21,600 |
| Gratuity (4.81% of Basic) | 8,658 |
| NPS | 0 |
| Special Allowance* (Balancing) | 98,694 |
| Base Pay (A) | 380,952 |
| Bonus Target (B)** | 19,048 |
| Total Compensation (A+B) | 400,000 |

*Special allowance consists of basket of allowances which is aimed at providing tax benefit; employee can define certain amounts in Allsec portal, as per the below eligibility table

**The final performance bonus pay out, based on individual and company performance, can be greater or lesser than mentioned and will be subject to applicable statutory tax deduction

| Basket of allowance components | Eligibility (in INR) |
|--------------------------------|---|
| Leave Travel Allowance | Up to 2 times of basic per annum |
| Food Allowance | Up to 26,400 or 13,200 per annum / 2,200 or 1,100 per month |
| Gift Allowance | Up to 4,800 per annum / 400 per month |