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wellsfargo.com

Wells Fargo EGS (India) Private Limited
Embassy Tech Village
Deverabeesanahalli, Outer Ring Road
Varthur Hobli, Bengaluru, India 560103
wellsfargo.com

May 13, 2020

Sushanth Kharvi
Bangalore

OFFER OF EMPLOYMENT

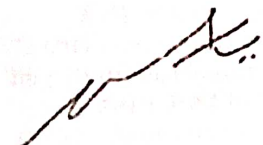
Dear Sushanth,

We are pleased to offer you a position at Wells Fargo EGS (India) Private Limited ("Wells Fargo"), and your appointment shall be effective from the Date of Joining as mentioned below, on the following terms and conditions:

- **Designation:** You will be designated as **Loan Documentation Spclst 1**. Notwithstanding anything herein, this offer is conditional on Wells Fargo receiving a satisfactory reference and background check on you. On your first day of employment **June 15, 2020 (DOJ)** you will need to report before 7:30 a.m. at Wells Fargo EGS (India) Private Limited, Wells Fargo Centre, Embassy Tech Village, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bengaluru, India 560103.
- **Compensation:** Your total annual fixed compensation (inclusive of contributions to be made towards various social security schemes such as Wells Fargo's contribution to Provident Fund), would be **INR 271000/- (Rupees Two Lakh Seventy One Thousand Only)**. Please note that tax will be deducted at source from your gross compensation above in compliance with prevailing tax regulations. In addition, you will be covered by Wells Fargo's Variable Performance Pay plan, with an annual target of **INR 13550/- (Rupees Thirteen Thousand Five Hundred Fifty Only)**. The detailed break-up of the compensation offered to you is outlined in Annexure 'A' to this letter.
- **Place of Work:** You will be initially based at the Wells Fargo office in Bengaluru. However, Wells Fargo reserves the right to transfer you from one office to another, at its discretion during the term of your service. You may be required to work from different offices and in different shifts from time to time. Wells Fargo further reserves the right to change your shift timings, job title, designation, reporting lines and reporting manager, in line with applicable laws, during the term of your service.
- **Duties:** You will perform all acts, duties and obligations and comply with such instructions as may be specified by Wells Fargo and which are reasonably consistent with your job title and profile. Wells Fargo may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties, which are not reasonably within your capabilities. Wells Fargo may also require you (as part of your duties of employment) to perform duties or services not only for Wells Fargo but also for any Affiliate/Associated Company where such duties or services are of a similar status to or consistent with your position with Wells Fargo.
- **Confidential Information and Inventions:** As an employee of Wells Fargo, you will have access to Wells Fargo's confidential information and you may, during the course of your employment, develop certain information or inventions, which will become the property of Wells Fargo, or its Affiliate/Associated Company or that of its customers or partners. Accordingly you agree to sign a separate employee information and inventions assignment agreement ("Employee Proprietary Information and Inventions Assignment Agreement"), Non-Disclosure Agreement and a deed of assignment as and when necessary. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former employers. Also, you represent that you are not subject to any restrictions that prevent you from working for Wells Fargo.

- **Separation for Cause:** At any time, by notice to you specifying the reason for termination, the Wells Fargo may terminate your employment for cause. Termination for "cause" means the failure on your part to properly carry out your duties after notice by the Wells Fargo of the failure to do so and an opportunity for you to correct the same within a reasonable time from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, willful and persistent misconduct by you involving the property, business or affairs of the Wells Fargo or the carrying out of your duties. Wells Fargo shall only pay you all fixed compensation then due and owing, together with accrued vacation pay and benefits prior to the date of termination.
- **Code of Conduct:** Your appointment at Wells Fargo would require you to be bound by the prevailing code of conduct, rules, regulations, policies, procedures and guidelines of the Wells Fargo.
- **Wells Fargo's Employee Handbook:** The provisions of the Wells Fargo EGS Team Member (employee) handbook (as amended from time to time) shall govern your employment except so far as they are inconsistent with the terms of this letter. You will be provided access to Wells Fargo's Team Member handbook via the Wells Fargo intranet once you have joined Wells Fargo. Your appointment with Wells Fargo would require you to be bound by all rules; regulations and guidelines issued by Wells Fargo from time to time, in relation to personal and professional conduct, and discipline. You are also required to sign the "Code of Ethics and Business Conduct." Your acceptability of these agreements and compliance to rules, regulations and policies shall also be deemed to be a part of employment terms at Wells Fargo.
- **Miscellaneous:** Wells Fargo assumes that the information provided by you in all aspects related to your background check or otherwise is accurate and comprehensive. In the event, the information provided by you is found to be false or fraudulent, Wells Fargo shall have right including but not limited to revoke this offer letter or terminate your employment with Wells Fargo, as the case may be. In case any provisions or part thereof in this letter is held to be invalid or unenforceable by any court of competent jurisdiction, it will not affect the validity or enforceability of the remaining provisions or parts thereof. The information contained in this letter of appointment is 'Personal & Confidential'. This letter contains sensitive, personal and confidential information and its contents are not to be shared with or divulged to other Wells Fargo employees excepting your supervisor(s) or the Human Resources Department.

For Wells Fargo EGS (India) Private Limited

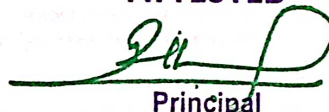


Chandrasekhar Narayana Bhatta
Authorized Signatory

Agreed to and accepted by:

Sushanth Kharvi
Printed Name and Signature/Date

ATTESTED



Principal

Dr. B. B. Hegde First Grade College
Kundpaura - 576201