

Private and Confidential  
MUTUAL SEPARATION AND RELEASE AGREEMENT

THIS MUTUAL SEPARATION AND RELEASE AGREEMENT ("MSRA/Agreement") is dated and executed on 7th Feb 2025 (the Effective Date) at Gurugram

BY AND BETWEEN

PARTIES

1. **BT E-Serv (India) Private Limited** a company incorporated under the Companies Act 2013 and having its registered office at 11<sup>th</sup> Floor, Eros Corporate Tower, Opposite International Trade Tower, Nehru Place, Delhi - 110019 (hereinafter referred to as "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its group, affiliate and subsidiary companies, successors and assigns) of ONE PART

AND

2. **Aanchal Rana** a citizen of India and residing at Wz-43, Krishna puri Gali no.10, Tilak Nagar Near Well Pharmacy, New Delhi 110018, India hereinafter referred to as the "**Employee**", (which expression shall, unless it be repugnant to the context, or the meaning thereof be deemed to mean and include his legal representatives) of the OTHER PART. Company and Employee shall hereinafter jointly be referred to as the "Parties" and severally as the "Party".

BACKGROUND

- A. The Employee is employed by the Company under a contract of employment dated **24th June' 2022** ("**Employment Contract**").
- B. The Company and the Employee have mutually agreed to separate Employee's employment with the Company and to give effect to the release of the Employee from all other positions held within the Company and any Group Company (as defined below effective from **7th Feb 2025** ("**Separation Date**").
- C. The Parties have entered into this Agreement to record and implement the terms of the release of the Employee from his employment on and from the Separation Date and all other positions held within or on behalf of the Company and any Group Company.

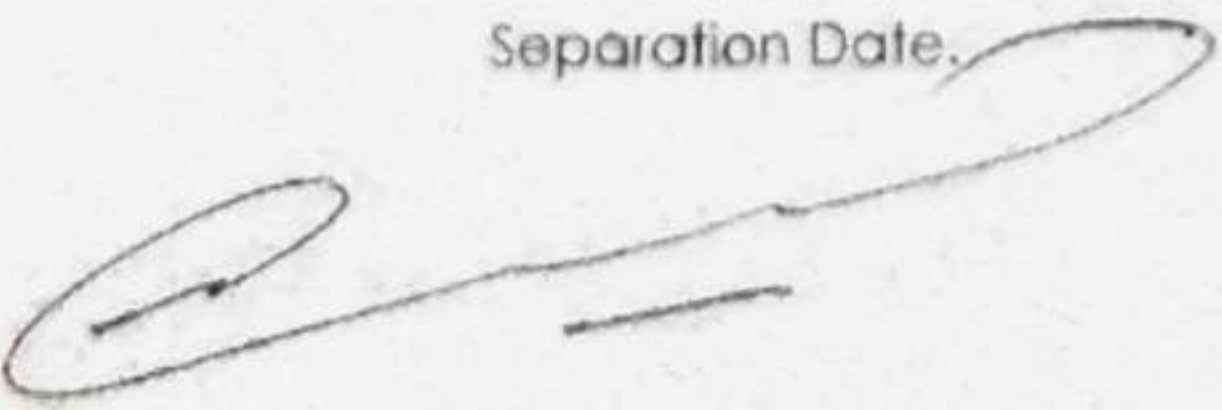
AGREED TERMS

1. INTERPRETATIONS

The definitions in this clause apply to this Agreement:

- (a) **Business**: means any business carried on by the Company or any BT Group entity in which the Employee has worked at any time during Relevant Period.
- (b) **Competitor**: means an actual or prospective competitor of a Business or a Prospective Business. For the avoidance of doubt Company, suppliers and service providers of the Company in relation to Business or Prospective Business.
- (c) **Confidential Information**: any information of the Company (or any Group Company) disclosed directly or indirectly including but not limited to trade secrets; information concerning the financial arrangements or position of the Company; information concerning any dealings, transactions or affairs of the Company's business; customer, client, supplier and employee records (electronic, printed or otherwise); information about tenders and proposals to prospective customers, clients or suppliers; business plans; details of bids, contracts, pricing structures; computer software owned or used by the Company (or any Group Company);

information concerning the financial profitability of the Company and anything else marked confidential or would be understood by a person exercising reasonable business judgment, to be confidential.

- (d) **Engaged:** means to participate, assist or otherwise be directly or indirectly involved including as a member, shareholder, unit holder, director, consultant, adviser, principal, agent, manager, employee, contract worker, third party personnel, beneficiary, partner, associate, trustee or financier. However, it does not include a shareholding of up to 5% in a company listed on a recognised stock exchange.
- (e) **Governmental Authority:** means any (i) nation, region, state, county, city, town, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including, without limitation, any governmental agency, branch, department or other entity and any court or other tribunal); (iv) multinational organization; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature including but not limited to any recognized stock exchange;
- (f) **Group Company:** BT Group Plc and all the companies, undertakings and businesses which are subsidiaries of or sit underneath BT Group Plc, whether directly or indirectly, as a part of the BT Group corporate structure at any point in time.
- (g) **Prospective Business:** means any business or commercial activity which the Company or any Group Company shall have determined to carry on with a view to profit in the immediate or foreseeable future and in respect of which the Employee had access to Confidential Information or was involved at any time during the Relevant Period.
- (h) **Relevant Period:** means the twelve (12) month period immediately preceding the Separation Date.
- (i) **Restricted Area:** means **India** and any geographical location within the remit of the Employee during their employment with the Company.
- (j) **Restricted Contact:** means any person, firm or company who, at any time during the Relevant Period, was:
- (a) A customer, contractor or supplier of the Company or any Group Company member;
  - (b) A prospective customer, prospective contractor or prospective supplier of the Company or any Group Company member that was negotiating with or having material discussions with the Company or any Group Company member for the supply or provision of Restricted Services or Restricted Proposed Services;
  - (c) And with whom the Employee have dealt or with respect to whom the Employee had knowledge by virtue of his duties or in respect of whom the Employee possessed Confidential Information.
- (k) **Restricted Proposed Services:** means any goods or services which are at the Separation Date, proposed to be provided by the Company or any Group Company at any time during the 6 months following the Separation Date and in respect of which or the marketing of which the Employee was concerned or was involved to any reasonable extent at any time during the Relevant Period or in respect of which the Employee possesses Confidential Information at Separation Date.
- (l) **Restricted Services:** means any goods or services of a kind which have been provided by the Company or any Group Company any time during the Relevant Period and in respect of which or the marketing of which the Employee have been concerned or involved to any material extent or in respect of which the Employee possesses Confidential Information at Separation Date.
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- (m) **Work:** means:
- (a) Work as an employee; and/or (b) work as or through a contractor.
- (n) A reference to one gender includes a reference to other genders.
- (o) The three Schedules which are enclosed to this Agreement shall form an integral part to this Agreement.

## 2. SEPARATION ARRANGEMENTS

- (a) The Employee's employment with the Company shall end on the Separation Date.
- (b) **Notice Period:** The Parties agree that this Agreement acts as a notice of the termination of the Employee's employment and as such this satisfies the notice obligations under the Employment Contract and the applicable local law.
- (c) Further the Employee acknowledges that if Employee wishes to take up new employment outside of the Company prior to the Separation Date, Employee will be required to resign from his/her employment. In which case, please contact **Sakshi Saxena** to agree the new termination date. Please note that in case of resignation, the Additional Payments set out under Schedule 2 will be conditional on your remaining in service till the knowledge transition, handover or any pending work is complete to the Company's satisfaction, and any Separation Payments under Schedule 1 shall be re-calculated in accordance with applicable laws to the new termination date. Where the Employee's employment is terminated before the Separation date on grounds of conduct then the terms of this Agreement shall have no effect. In such circumstances the Employee will have no entitlement to the Additional Payments stated under Schedule 2 and/or any Separation Payments under Schedule 1 shall be re-calculated in accordance with applicable laws to the new termination date.
- (d) **Other Separation Terms:**
- The Employee agrees and acknowledges that on and from the Effective Date and in perpetuity, he shall:
- (i) not act or offer to act as a witness or give testimony, without the consent of the Company in writing, in any matter (which pertains to any internal, the operational or business aspects of the Company / Group Company) instituted or pending by/against the Company and / or Group Company and / or its employees with any Governmental Authority;
  - (ii) inform the board of directors of the Company immediately, in writing, in the event the Employee is summoned or ordered to disclose any information (including Confidential Information) that the Employee is privy to, and which is related to the Company and / or Group Company and / or its employees, by any Governmental Authority. The Employee shall assist and cooperate with the Company in obtaining an exemption or protective order preventing such disclosure to the extent possible under the applicable laws. The Employee shall also assist and cooperate with the Company to devise appropriate strategy, submissions and statements in respect of the Employee being required to render any statement before the Governmental Authority in relation to any matter pertaining to the Company / and or Group Company and / or its employees; and
  - (iii) be held responsible and liable for any acts / omissions which he may have undertaken or is attributable to the Employee during his association with the Company till the Separation Date and shall indemnify and hold harmless the Company in the manner as provided under Clause 9 herein;

- (e) **Statutory Disclosures:** Notwithstanding anything contained in this Agreement, the Company may disclose the terms and conditions as set out in this Agreement pertaining to the release of the Employee, to the competent Governmental Authority as may be deemed necessary by the Company in this regard.

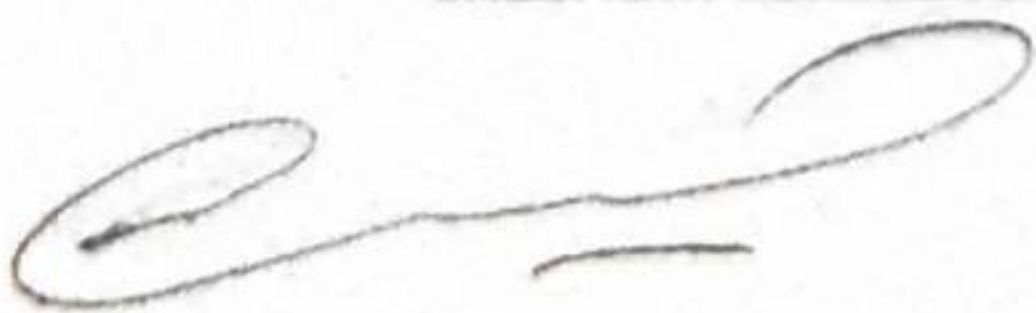
### 3. SEPARATION PAYMENTS

- (a) **Salary:** The Company shall pay the Employee his/her salary and continue to provide the entitled benefits to the Employee in the usual way up to and including the Separation Date.
- (b) **Annual Leave:** Where there is a balance of annual leave, encashment of the leave balance will be calculated by reference to the Employee's salary and as set out at Schedule 1.
- (c) **Contractual and Statutory payments:** The Company shall, following the Separation Date, pay to the Employee payments due which are more specifically detailed under Schedule 1 ("**Separation Payments**"):
- (d) **Ex-gratia non-contractual payment:** Subject to and conditional upon : a) the Employee properly executing this Agreement at his/her own will and accord; b) complying with the terms of this Agreement; and c) properly re-executing the undertaking set out in Schedule 3 of this Agreement in favour of the Company on the Separation Date, the Company shall, following the Separation Date pay to the Employee an Ex-gratia non-contractual payment as set out at Schedule 2 of this Agreement ("**Additional Payment**").
- (e) **Expenses:** The Employee shall submit on or before the Separation Date his/her final business pre-approved expenses in accordance with Companies policy and the Company shall reimburse the Employee for any genuine pre-approved business-related expenses incurred up to the Separation Date in accordance with the Company expenses policy.
- (f) All payments under this Agreement shall be made within thirty (30) days of the Separation Date or in the next payroll cycle after the Separation Date, whichever is later, and shall be subject to Employee returning Company property, execution of this agreement on stamp paper and completion of any handover requirements, as specified in this Agreement.

### 4. TAX AND DEDUCTIONS

- (a) The Employee acknowledges that payment of any amounts referred to in this Agreement will be made after deducting the applicable taxes or other permitted deductions (including but not limited to any sums owed to the Company) and subject to necessary clearance from the relevant tax authorities. For the avoidance of doubt, the amounts stated in this Agreement are pre-tax.
- (b) The Employee agrees that he/she will be responsible for the payment of any and all types of taxes including GST on Separation Payments, Additional Payment and all other payments and benefits set out in this Agreement and during his/her employment. The Employee agrees to indemnify the Company and any Group Company against all such tax liabilities in relation to Separation Payments, Additional Payment and all other payments and benefits set out in this Agreement or arising out of any term appearing in the Agreement.

### 5. RELEASE & WAIVER

- (a) The terms of this Agreement are offered by the Company without any admission of liability and are in full and final settlement of all and any claims or rights of action that the Employee has or may have against the Company or any Group Company or its or their officers or employees or Directors whether arising out of his/her employment, or termination of employment or from events occurring after this Agreement has been entered into, whether under law, contract, statute or otherwise, whether such claims are, or could be, known to the
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Parties or in their contemplation at the date of this Agreement in any jurisdiction and the Employee confirms that she has no claim in against the Company in relation to including, but not limited to, the following:

- breach of contract;
  - wrongful / unfair / unlawful or illegal dismissal;
  - a statutory or contractual redundancy payment;
  - an unlawful deduction from wages or unlawful payment;
  - unlawful detriment / discrimination / harassment or bullying;
  - working hours, overtime, rest breaks or holiday entitlements;
  - wages, salary, allowances, bonus, stipends, reimbursement, other benefits or severance payments;
  - de facto employment with any Group Company.
  - a failure to comply with obligations under data protection laws;
- (b) Save that the Employee will not be prevented from bringing a claim to enforce the individual terms of this Agreement.
- (c) In line with the above waiver, with effect from the date of the Employment Contract, the Employee releases the Company, all Group Companies and its or their officers / Directors and employees from, and agrees to indemnify each of them against, any claims by the Employee against them and agrees they may plead this Agreement as a bar to any relevant claim(s).
- (d) The Employee agrees that, except for the payments and benefits provided for in this Agreement the Employee shall not be eligible for any further consideration from the Company or any Group Company relating to his/her employment or its termination and without limitation to the generality of the foregoing, he/she expressly waives any right or claim that the Employee has or may have to payment of bonuses, commissions, long-term incentive plan or other profit-sharing scheme, or to any other benefit he/she may have received had his/her employment not terminated.
- (e) The Employee acknowledges that the Company has acted in reliance of this clause 5, and all others, while entering into this Agreement.

#### 6. HANDOVER AND RETURN OF PROPERTY

- (a) The Employee shall co-operate in a full and effective handover of his/her work and responsibilities as directed by the Company, and shall on the signing date of the Agreement (if not returned already), return to the Company:
- (i) All Confidential Information and any copies;
  - (ii) all property belonging to the Company in satisfactory condition including (but not limited to) company credit card, keys, security pass, identity badge, mobile telephone, pager, lap-top computer, memory sticks or VPN token; and
  - (iii) all documents and copies (whether written, printed, electronic, recorded or otherwise and wherever located) made, compiled or acquired by him/her during his employment with the Company or relating to the business or affairs of the Company or any Group Company or its or their business contacts, in the Employee's possession or under his/her control.
  - (iv) In good and working condition, any vehicle(s) provided by or on behalf of the Company. If Employee opts to retain the vehicle and Company agrees to the same, Employee shall be responsible for (i) payment of the price/charges as communicated to the Employee, and (ii) all legal formalities for transfer of ownership of the vehicle(s).

- (b) Payment of the Separation Payments and Additional Payment are expressly conditioned on the Employee's return of all Company property including those specified above in an acceptable form, closure of car lease (if applicable) and completion of the handover procedure. The Company reserves the right to deduct the value of any and all such unreturned and damaged Company property from any amounts due to the Employee to the extent allowed by law and any taxes applicable thereto.
- (c) The Employee certifies that from the Effective Date, he/she does not have in his/her possession, nor has he/she failed to return, any papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, designs, computer programs, and other materials, including reproductions of any of the aforementioned items, belonging to the Company / its holding Company including its group companies, affiliates, successors, or assigns.

## **7. EMPLOYEE CONFIRMATION**

- (a) As at the Effective Date of this Agreement, the Employee represents to the Company that he/she:
- (i) has read, understood the terms of this Agreement and acknowledges that he/she enters into the Agreement under his/her own free will and choosing;
  - (ii) has not withheld or failed to disclose any material fact concerning the performance of his/her duties with the Company and the terms of this Agreement;
  - (iii) there are no circumstances of which the Employee is aware or of which the Employee ought reasonably to be aware which would amount to a repudiatory breach of any express or implied term of the Employment Contract which would entitle (or would have entitled) the Company to terminate the Employee's employment without notice or payment in lieu of notice and any payment to the Employee pursuant to this Agreement;
  - (iv) Has complied and will comply with the confidentiality, non-compete and intellectual property-related obligations, and other restrictive covenants owed to the Company and any of the Company's affiliated entities, as applicable;
  - (v) Has not engaged in any corrupt acts under any local or foreign laws;
  - (vi) Has not commenced, and will not commence, any proceedings or lodged, and will not lodge, any complaints against the Company, any Group Company or its or their employees or officers;
  - (vii) Will not submit any personal data access request to the Company in relation to the data held in connection with his employment;
  - (viii) shall, before the Separation Date, delete irretrievably any information relating to the business of the Company or any Group Company that he has stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Company, including computers and mobile phones; and
  - (ix) Is aware that the Company is relying on these warranties.
- (b) The Employee further agrees that he/she shall make himself available to, and to cooperate with, the Company or any Group Company or its or their advisers in any internal investigation of the Company or administrative, regulatory, judicial or quasi-judicial proceedings with a Governmental Authority. The Employee acknowledges that this could involve, but is not limited to, responding to or defending any regulatory or legal process, providing information, preparing witness statements and giving evidence in person on behalf of the Company. The Company shall reimburse any reasonable expenses incurred by the Employee as a



consequence of complying with the obligations under this clause, provided that such expenses are approved in advance by the Company or Group Company.

**8. CONFIDENTIALITY & OTHER OBLIGATIONS**

(a) The Employee's obligations under this Section 8 will continue to apply after the Separation Date. In particular, the Employee confirms and agrees that she will not disclose or use, for his/her own benefit or otherwise, any Confidential Information.

(b) The Employee confirms that he/she has kept and agrees to keep the existence and terms of this Agreement confidential, except where disclosure is to the tax authorities, his professional adviser, members of his/her immediate family (provided that they agree to keep the information confidential) or as required by law.

The Employee shall never make any adverse or derogatory comment about the Company, any Group Company, its or their directors or employees and shall until the Separation Date maintain Company's standards of behaviour, follow the instructions of the Company; abide by the Policies of the Company, as amended from time to time. The Employee shall not do anything which shall, or may, bring the Company, the Group Company or its or their directors or employees into disrepute.

(c) The Employee shall not, from the Separation Date, represent or hold himself out as connected or interested with the Company or any Group Company in any capacity.

8.4 The Employee shall not:

(a) for six (6) months from the Effective Date within the Restricted Area:

- (i) Work for or prepare to Work for a Competitor and/or
- (ii) be Engaged in or with a Competitor's business

(b) for twelve (12) months from Effective Date of this Agreement within the Restricted Area, be involved (directly or indirectly) in providing services that are the same as, or similar to:

- (i) the Restricted Services; and/or
- (ii) the Restricted Proposed Services.

For the benefit of any Competitor;

(c) for twenty-four (24) months from the Effective Date within the Restricted Area, accept, seek, canvass, approach or solicit any business, orders or custom from, or deal with, any Restricted Contact with a view to providing goods or services to that Restricted Contact that are the same as, or similar to, any:

- (i) Restricted Services or Restricted Proposed Services; or
- (ii) goods or services provided to that Restricted Contact by the Company or any Group Company member at any time in the Relevant Period;

(d) for twenty-four (24) months from the Effective Date induce, solicit (or assist in the inducement or solicitation of) or assist the following persons to leave their employment or terminate their engagement with the Company or a Group Company:

- (i) any person working in any Business in a senior managerial, technical, supervisory, sales or marketing capacity; or
- (ii) any person who has knowledge of any trade secrets or Confidential Information of the Company or a Group Member.

Where that person was someone with whom the Employee have dealt at any time during the Relevant Period in the course of his duties;

(e) For twenty-four (24) months from the Effective Date induce or seek to induce any Restricted Contact to cease dealing with the Company or to restrict or vary the terms upon which it deals with the Company;


- (f) At any time from the Separation Date represent himself as connected or interested with the Company or any Group Company member in any capacity.
- (g) The Employee recognises that in the course of his/her employment with the Company, he/she had access to the proprietary / sensitive / Confidential Information of Company and therefore acknowledges that each restriction specified in this Agreement is reasonable and necessary to protect the Company's interest. Further the Employee understands that the Company may sustain irreparable injury if the Employee violates the terms of this Clause 8 including other terms of this Agreement. In order to limit or prevent such irreparable injury, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief or any combination of these remedies, without bond, in addition to and not in lieu of any other rights or remedies it may have, including monetary damages. Damages, on their own, are not an adequate remedy for breach of this Agreement.

#### Breach of Terms

- 8.5 The Employee shall be responsible for any damage and/or losses incurred by the Company as a result of any breach of this Agreement and/or any actions or inactions of the Employee. To the extent permitted by law, the Company reserves the right to deduct from any amounts due to the Employee (a) an amount equivalent to the damages or losses suffered by the Company as a result of (i) the Employee's breach of this Contract, or (ii) any other action or inaction by the Employee that causes the Company to suffer direct economic damages or losses; or (b) any amount the Company has paid or may be obligated to pay on the Employee's behalf under any contract or law.
- 8.6 The Employee acknowledges and agrees that if he/she breaches any obligations under this Agreement:
- (i) before the Company has paid the Employee the amount referred to in Schedule 2, then, without prejudice to any claim which the Company may make against the Employee for loss or damage the Company or any Group Company suffers, the Company will have no obligation to pay the Employee the amount referred to in Schedule 2; and
- (ii) after the Company has paid the Employee, the amounts referred to in Schedule 2, then, without prejudice to any claim which the Company may make against the Employee for loss or damage the Company or any Group Company suffers, the Employee must repay to the Company the gross amounts referred to in Schedule 2 as liquidated damages.
- 8.7 This clause does not affect nor derogate from any other term of this Agreement (including, for the avoidance of doubts, the enforceability of the waiver and release given by the Employee under this Agreement).
- 8.8 Further, the Employee acknowledges and agrees that if despite this Agreement the Company becomes obligated to pay the Employee any additional amount, then such additional amount will be offset by the amount referred to in Schedule 2, and the Company will only pay any additional amount after the offset.

#### 9. INDEMNITY

The Employee hereby agrees to indemnify the Company, to the fullest extent permitted by law and to save and hold harmless the Company, from and in respect of all losses, reasonable fees, costs, and expenses, including legal fees paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in connection with this Agreement, which are directly attributable to the Employee's actions/omissions in course of his association with the Company or breach of Employee's obligations under this Agreement.



## 10. GENERAL

- (a) **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement
- (b) **Assignment:** The Employee acknowledges and agrees that the Company may assign any of its rights under this Agreement to any person or entity. This Agreement is not assignable by the Employee.
- (c) **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.
- (d) **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, arrangements and understandings between them relating to the Employee's employment and its termination.
- (e) **Governing Law and Jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India and the Parties submit to the exclusive jurisdiction of Delhi courts.
- (f) **Legal Remedies:** The Employee agrees and acknowledges that the Company may, without prejudice to any other right available to the Company in law or under equity, initiate and take necessary action, including but not limited to injunctive relief and claim for damages, against the Employee, due to the failure of the Employee to comply with the obligations as set out under this Agreement.
- (g) **Severability:** If any clause, sub-clause, or provision of this Agreement, or the application of such clause, sub-clause, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such clause, sub-clause, or circumstances other than those with respect to which it is held invalid shall not be affected.
- (h) **Survival:** Termination of the Employment Agreement shall not affect those provisions under the Employment Agreement, that by their nature are intended to survive such termination.
- (i) **Without Prejudice:** This Agreement shall be deemed to be without prejudice and subject to contract until such time as it is signed by both Parties and dated, when it shall be treated as an open document evidencing a binding agreement.

I, **Aanchal Rana**, HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS OR RESERVATION OF ANY KIND

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.





SIGNED and DELIVERED by the Employee in )  
the presence of )

*Sakshi*

Signature of witness

SAKSHI SAKENA

Name of Witness

*Aanchal*  
Name: Aanchal Rana  
(EIN: 614716298)

SIGNED and DELIVERED on behalf of the )  
Company in the presence of )

Signature and Name of witness

Authorized Signatory

Senior Manager - ER



**SCHEDULE 1  
PAYMENTS AS AT SEPARATION DATE**

|   |               |
|---|---------------|
| Salary payable till last working day                                      | INR 8,036 /-  |
| Payment in lieu of accrued but untaken annual leave till last working day | INR 3,814 /-  |
| payment in lieu of notice   | INR 64,289 /- |
| Gratuity payment (where applicable)                                       | INR 0 /-      |

**IMPORTANT NOTE:** The above figures are calculated as at the date of the Agreement based on a point of leaving being the Separation Date. Should your employment terminate earlier, or you take some or all of your accrued but untaken annual leave then the above figures will be recalculated based on the information at that point.

Upon the Employee's release from the employment and cessation as employee of the Company, pursuant to the Separation Date, the Parties agree as follows:

Employees' Provident Fund: Withdrawal or transfer of social security accruals under the Employees' Provident Funds and Miscellaneous Provisions Act 1952 shall be subject to the statutory filings made by the Employee with the competent authority at the Company and subsequent release of the applicable sums by such authority to the credit of the Employee's designated bank account or to the Employee's provident fund account under the provident fund code of the Employee's new employer, as the case may be. The Company shall assist the Employee in making the required filings in this regard.

**SCHEDULE 2 - WITHOUT PREJUDICE**

**Additional Payment**

**INR 96,434/- (Ninety six thousand four hundred and thirty four only)** as additional payment conditional upon the Employee signing this Agreement and complying with all the terms of this Agreement at its entirety.



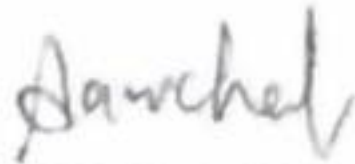
**SCHEDULE 3**  
**RE-EXECUTION OF THE AGREEMENT ON SEPARATION DATE**

To the Company,

1. I, **Aanchal Rana** a citizen of India and residing at Wz-43, Krishna puri Gali no.10, Tilak Nagar Near Well Pharmacy, New Delhi 110018, India refer to the Separation & Release Agreement signed between me and **BT E-Serv (India) Private Limited** on **7<sup>th</sup> Feb 2025** (hereinafter referred to as the "Agreement").
2. I confirm and warrant that from the date of my employment commencement and until the date of my signing the Agreement, no causes of action against the Company and/or any Group / Affiliates Company of Company or any of its or their employees or officers or Directors arose, and that I have no claims against them. As such, I further release the Company, each Group Company / Affiliates and its or their employees / Directors or officers from any claims upon re-execution of this Agreement.
3. Further, to the extent that I do in fact have any claims against the Company and/or any Group Company or any of its or their employees or officers or Directors, I accept the terms of the Agreement in full and final settlement of all and any claims, costs, expenses or rights of action of any kind, whether contractual, statutory or otherwise arising out of circumstances of which the Parties were aware before, on or after the date of the Agreement.
4. I further confirm and warrant that I have not presented or brought and will not present or bring any complaint, proceedings, action or claim before any court, labour tribunal or other judicial body in India or in any other jurisdiction in connection with, relating to or arising out of my employment or its termination nor will anyone else acting on my behalf will do the same.

**SIGNED and DELIVERED** by the Employee in the presence of

  
-----  
Signature of witness

  
-----  
Name: Aanchal Rana  
(EIN.: 614716298)

**SAKSHI SAXENA**  
-----  
Name of witness (print)