

FIRSTMERIDIAN GLOBAL SERVICES PRIVATE LIMITED

(Formerly Known as V5 Global Services Private Limited)

Registered Office - 401 4th Flr OmSadan Mehra Estate Opp. Union Bank of India LBS Road Vikroli, Mumbai, Maharashtra, India, 400079

Corporate Office - 91 Springboard, B1/H3, Mohan Co-Operative Industrial Area, Mathura Road, New Delhi – 110044

Phone: 1800-833-0905

Website: www.v5global.com

CIN: U72300MH2005PTC417429

Employee ID: V5442756

Employment Agreement

The Employment Agreement (**Agreement**) is made on this day of **26 May 2025**

BETWEEN

1. **FirstMeridian Global Services Private Limited (Formerly known as V5 Global Services Private Limited)**, a company incorporated under the Companies Act, 1956 with its registered office at 401 4th Flr Om Sadan Mehra Estate Opp. Union Bank of India LBS Road Vikroli, Mumbai, Maharashtra, 400079, India and corporate office at 91 Springboard, B1/H3, Mohan Co-Operative Industrial Area, Mathura Road, New Delhi – 110044 India website: www.v5global.com. CIN-U72300DL2005PTC140952 (hereinafter referred to as the "**Company**" which expression shall, be deemed to mean and include its successors, affiliates and permitted assigns); and
2. **Mr AJAY KUMAR VAISHYA**, an Indian national, son/daughter of **VYANKAT RAMAN SINGH**, currently residing at **tiyara mp-486886, tiyara mp-486886, tiyara mp-486886, Bhopal 486886**, contact number **8109390662** (hereinafter referred to as the "Employee").

(The Employee and the Company are hereinafter individually referred to as a **Party** and collectively as the **Parties**.)

WHEREAS

- A. The Company is engaged in the business of various Marketing and Manpower outsourcing services.
- B. The Company requires the services of an efficient, qualified, capable and experienced person to act as **Key Account Executive** for a project titled **Airtel Payments Bank** which the Company is undertaking for **Airtel Payments Bank (Project Company)**.
- C. The Employee has represented to the Company that He/She has the necessary qualifications, experience, and capability for the Position (as hereinafter defined) and has expressed his/her willingness to accept the appointment and act as Key Account Executive of the Project.
- D. The Company has agreed to appoint the Employee as **Key Account Executive** for the Project and the Employee has agreed to accept the appointment as **Key Account Executive** for the Project, on the terms and conditions hereinafter contained and in the Company Policy (as hereinafter defined), (**Employment**).
- E. The Parties are desirous of recording in writing the terms and conditions of the Employment.

NOW THEREFORE in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties with the intent to be legally bound hereby covenant and agree as follows.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, capitalised terms shall have the respective meaning given to them in the Preamble and Clause 1.1

1.1 Definitions

The following definitions constitute part and parcel of this Agreement:

(a) Affiliate; (b) Confidential Information; and (c) Intellectual Property. These definitions are available at the official website of the Company bearing the following link: isp.v5global.co.in. All employees are advised to read these definitions since they constitute an integral part of this Agreement.

2. APPOINTMENT, REMUNERATION AND RESPONSIBILITIES

- 2.1 The Company hereby appoints the Employee as **Key Account Executive** for the Project **Airtel Payments Bank** and in consideration for rendering the services and performing the obligation as described herein, the Employee shall be entitled to the remuneration package as specified in Annexure 1.

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Except for benefits and entitlements which the Company is required to provide to the Employee pursuant to Applicable Law, the benefits and entitlements that are being provided to the Employee by the Company on a voluntary basis are in accordance with the Company Policy and hence are liable to be withdrawn or changed from time to time at the convenience and discretion of the Company.

- 2.2 The Company may at its discretion, subject to Applicable Law, modify the remuneration package, rights, benefits and entitlements granted to the Employee pursuant to this Agreement, as it may from time to time determine.
- 2.3 The Employee shall perform such duties and carry out such functions as directed by the Company. Without prejudice to the above, the Employee shall perform such other functions as may be assigned/entrusted to him/her by the Company or any other person/entity authorized by the Company.
- 2.4 This Employment is being offered to the Employee upon the understanding and is conditional upon (i) the credentials, testimonials and particulars submitted by the Employee with or in the application for employment being true, correct and accurate; and (ii) satisfactory verification of the background of the Employee by the Company in a manner as it deem fits. If at any time it should emerge that the particulars furnished by the Employee are false/incorrect or if any material or relevant information has been suppressed or concealed or the result of the background investigation and verification of documents/information is not satisfactory in the sole opinion of the Company, then notwithstanding the acceptance of the Employment by the Employee, the Employment will be considered ineffective and irregular and would be liable to be terminated by the Company forthwith without notice and without payment of any compensation, whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

3. EFFECTIVE DATE

This Agreement shall come into force and effect on the date of execution hereof **26 May 2025** and shall remain in force unless terminated in accordance with terms contained herein. The Employee shall commence his Employment from **26 May 2025**.

4. CONDITIONS OF EMPLOYMENT

- 4.1 The Employee during his/her Employment shall, perform and discharge faithfully and to the best of his/her ability the duties and function assigned to him/her pursuant to the Agreement. Subject to Applicable Law, the Employee shall devote his/her full time, attention and energies towards the functioning of the Company and in discharge of his/her duties and responsibilities mentioned herein. The Employee shall work such number of hours as may be necessary for the Employee to perform his/her duties and functions effectively and otherwise in accordance with the Company Policy in that behalf and the Employee shall not be entitled to receive any additional remuneration for work done outside his/her normal hours of work.
- 4.2 Weekly working hours are 48 Hours.
- 4.3 The Employee shall be entitled to Leaves in accordance with Company Policy.
- 4.4 The Employee further agrees that during the course of his/her Employment with the Company and at all times thereafter, he/she will not engage in any conduct that is intended to or has the result of inflicting harm upon the reputation of the Company or any of its Affiliates, Clients, Project Company or any of its officers, directors, shareholders or employees.
- 4.5 The Employee's location/place of work shall be **Singroli**, India, but he/she may be required to travel to or work at any place within or outside India as directed by the Company, from time to time. The Company reserves the right to transfer the services of the Employee to any other location of the Company or assign his/her employment to one of its Affiliates on the same terms and conditions as this Agreement.
- 4.6 The Employee, during the course of his employment with the Company, may be provided with certain equipment/gadgets (such as laptops, mobile phones etc.) to be utilized solely for the purpose of his/her employment (**Company Belongings**). The Employee acknowledges that the Company Belongings are the

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absolute property of the Company and further undertakes to keep the Company Belongings in mint condition as long as they remain in his/her possession.

- 4.7 The Employee may be required to execute a separate agreement with respect to the Company Belongings provided to him/her, the terms and conditions of which shall constitute a part of the **Employee's** employment conditions and be considered a part of the current Agreement.
- 4.8 The Employee shall hand over the Company Belongings back to the Company, upon happening of the following events, whichever is earlier: (i) whenever demanded by the Company; or (ii) at the time of cessation of his/her employment (for any reason whatsoever) with the Company.
- 4.9 In addition to the above, in case, employee terminates this agreement without required notice/information within 30 days from the date of joining, the Company shall be entitled to forfeit entire earned wages of employee, on account of the cost incurred on the employee's training/induction, documentation, antecedent verification, uniform etc.
- 4.10 Employee shall disclose the details of **family's** member/ blood relative, if any working/associated with IT Retail Business or similar kind of business which are directly in compete with the business of the Company. In case , employee fails to make the said disclosure. It shall also be treated material breach of the Agreement on part of Employee and the Company, at its sole discretion, may terminate the employment with immediate basis without any compensation thereto.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Employee recognizes that he/she will be given and have access to Confidential Information of the Company, its Clients, its Affiliates and the Project Company. In consideration of the benefits accruing to the Employee under this Agreement, the Employee hereby agrees that he/she shall:
 - (a) not, without the prior written permission of the Company, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party;
 - (b) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
 - (c) promptly inform the Company of any potential or accidental disclosure of Confidential Information and shall take all steps, together with the Company, to retrieve and protect the said Confidential Information; and
 - (d) use the Confidential Information only in connection with the Employment for the Business.

The Employee shall continue to be bound by this clause 5.1 even after the expiry/termination of this Agreement.

6. EXPENSES

The Employee's business expenses including any business related travel, boarding and lodging related expenses, which are incurred in the course of his Employment with the Company shall be reimbursed by the Company pursuant to, and to the extent permitted by the Company Policy as in effect from time to time.

7. NON COMPETE AND NON SOLICITATION

During the Term of the Agreement, the Employee shall render his/her services to the Company wholly and on an exclusive basis and the Employee shall not be entitled to in any manner, directly or indirectly, to work for or provide services to any other person.

8. REPRESENTATIONS AND WARRANTIES AND COVENANTS

8.1 The Employee hereby represents and warrants as follows:

- (a) The Employee is not, directly or indirectly, employed by, work for or is engaged in providing services to any person, firm, partnership, association, corporation, or entity other than the Company, and neither is the Employee a party to any agreement (written or oral) with any other person or business entity, that in any way affects the Employee's employment by the Company, or conflicts with the **Employee's** obligations under this Agreement, or restricts the Employee from rendering any services hereunder;

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- (b) The Employee has executed and delivered this Agreement as his/her free and voluntary act, after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him/her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his/her employment with the Company;
- (c) The Employee has read and fully understands the terms and conditions set forth herein, has had time to reflect on and consider the benefits and consequences of entering into this Agreement, and has obtained independent legal advice in connection with the execution of this Agreement;
- (d) The Employee has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even though subject of a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or threatened against him/her;
- (e) The Employee has been relieved by his previous employer and is not involved in any dispute with them concerning his/her past employment; and
- (f) The material, information and documents provided by him/her to the Company in connection with his/her Employment is true and correct in all respects and that no information, fact, or documents that would be relevant for the Company to evaluate his/her suitability for the Employment has been concealed from the Company.

8.2 The Employee shall do such acts and things, execute such documents and provide such reasonable assistance as may be required to consummate the transactions contemplated by this Agreement, and the Employee shall provide such further documents or instruments required by the Company or any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

9. TERMINATION

9.1 The employee shall be on probation for a period of 3 (three) month from his date of joining, during the probation period, the Company shall have right to terminate this agreement by providing to employee with 7 (seven) days prior written notice. Post successful completion of probation, the Company shall have right to terminate this agreement by providing to the employee with 30 (thirty) days prior written notice.

9.1 (b) Employee may terminate his/her employment with the company at any time by giving requisite notice as per the terms of his/her employment agreement in writing, or equivalent wages in lieu thereof . In case Employee fails to deposit required notice pay in lieu of requisite notice to the company before settling **employee's** full and final payment, the same shall be adjusted by the management from **employee's** full and final dues payable to employee, and the balance amount will be paid to employee.

9.2 Notwithstanding the provisions of Clause 9.1 above, the Company shall be entitled to forthwith terminate this Agreement (without any compensation) by notice in writing to the Employee or his/her representative upon the occurrence of any of the events mentioned below:

- (a) in case the Employee is charged of any crime or offence involving moral turpitude under Applicable Law in India;
- (b) in case of negligence or incompetence by the Employee in the performance of his/her duties, in the Company's opinion;
- (c) in case of any breach by the Employee of Clause 5;
- (d) in case of any breach by the Employee of Clause 7;
- (e) an act of proven dishonesty, misappropriation, breach of trust or fraud by the Employee;
- (f) the Employee engaging in conduct which causes financial harm to or erodes the goodwill and reputation of the Company and/or its Affiliates and/or any of their respective officers or employees;
- (g) the Employee's breach of the provisions of this Agreement or the failure to render services to the Company in accordance with the terms of this Agreement;
- (h) the Employee being in a state of health which, in the opinion of the Company, adversely affects due discharge of his/her duties under this Agreement;
- (i) in case of any breach by the Employee of any agreement, representation, warranty, or covenant set forth in this Agreement or in the Company Policy;

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- (j) in case of any adverse report coming to light from any enquiries, from references indicated by the Employee or from the Employee's previous employer(s), if any;
- (k) The activities/behavior/conduct of the Employee is considered immoral/unethical or detrimental to the interests of the Company;
- (l) if, at any time, it is found that the Employee has concealed/suppressed particulars of any declaration, statement or information or has furnished inaccurate particulars of information (of any nature whatsoever) to the Company;
- (m) in case of any other ground on which the Company is so entitled to dismiss the Employee under the Company Policy or under Applicable Law;
- (n) the commission of any act or omission by the Employee which is in violation of any Applicable Laws in India; or
- (o) in case the Project, in connection with which, the Employee had been employed by the Company, is terminated by the Project Company or the Company.
- (p) In case employee is absent for three consecutive days without any written approval from, the line manager/HR Department, he/she shall be treated absconding and the Company may cease his/her employment without further reference.

It is clarified that the Company, at the time of terminating the employment of the Employee on account of any of the provisions specified in Clause 9.2 above, shall not be obligated to provide any reasons thereof to the Employee.

10. CONSEQUENCES UPON TERMINATION

10.1 Upon termination of this Agreement for any reason whatsoever, the Employee shall, not later than the date of termination:

- (a) handover the charge of his/her duties to such person as may be nominated/authorized by the Company;
- (b) pay in full to the Company all amounts due by the Employee to the Company; and
- (c) surrender to any person nominated/authorized by the Company, the Confidential Information and other documents of the Company, originals and/or copies (whether in printed or electronic form), Company Belongings, and all other properties, assets (whether movable or immovable), monies and belongings of the Company, its Client, Affiliates or branch offices in the Employee's possession or control.
 - (i) It is clarified that in case of failure of the Employee to return the Company Belongings or failure to return the Company Belongings in good condition, the Company shall be entitled to recover the value of such Company Belongings or the cost for the damages caused to the Company Belongings, as the case may be, by settling off the same against any payments due to the Employee or by any other means mentioned in the separate agreement executed by the Employee with respect to the Company Belongings.
 - (ii) The Company shall be at liberty to take appropriate legal action in case of failure of the Employee to hand over the Confidential Information and other sensitive information of the Company, its clients, affiliates or branch offices, in his/her possession at the time of cessation of his/her employment with the Company.

10.2 The Employee agrees that he/she shall not claim any amounts whatsoever from the Company by way of severance pay, bonus or compensation under this Agreement in the event of termination of this Agreement, except as provided under applicable law.

10.3 On termination of this Agreement, the Company may deduct from any sums owed by it to the Employee (by way of salary or otherwise) any sums otherwise provided by the Company to the Employee which are due to the Company from the Employee. Further, the full and final settlement of the Employee, after making relevant deductions, if any (as explained above in this clause) will be payable to the Employee within a period of 60 (sixty) days from the date of submission of Full & Final form.

10.4 Notwithstanding anything to the contrary in this Agreement, in the event of termination of the employment of the Employee for any reason whatsoever, the Employee shall be bound by the surviving provisions of this Agreement.

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11. COMPANY RULES, PROCEDURES AND POLICIES

The Employee shall be under an obligation to comply with the all Company policies, which are made from time to time (**Company Policy**). The Company shall endeavor to provide the Employee with information on the Company Policies. However, the Employee shall be obligated to inquire about the Company Policies and its status on a regular basis.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of India and subject to the provisions of Clause 12.2, the courts at New Delhi shall have exclusive jurisdiction in respect of any matter under this Agreement.

12.2 Any dispute or difference arising under or in relation to this Agreement shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in existence from time to time (**Arbitration Act**). The arbitration shall be conducted by a single arbitrator to be appointed solely by the Company within a period of thirty (30) days from the date of service of notice of a dispute by a Party upon the other Party. The arbitrator's decision shall be final and binding on the Parties. The place of arbitration shall be Delhi and the language of arbitration shall be English. Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations under this Agreement. The arbitrator shall provide a reasoned award.

13. NOTICES

13.1 All notices under this Agreement shall be in writing and shall be served by sending the same by registered post or courier (i) in the case of the Company, to the office of the Company specified in this behalf; and (ii) in case of the Employee to his/her address in the Company's records.

Notwithstanding the abovementioned, all notices under this Agreement can also be sent to the Company any of the following email addresses: hr@v5global.com/ hrhelpline@v5global.com

13.2 The Employee will keep the Company informed of his/her latest postal address and contact number at all times and intimate in writing in case of change of address or contact number. Any communication sent to the Employee by the Company on the last known address will be deemed to have been duly served notwithstanding the fact that the Employee has changed his/her address.

14. INDEMNIFICATION

The Employee, at all times during the Term (and even after the termination of this Agreement) agrees to indemnify and hold harmless the Company, its directors, employees, Affiliates, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any breach of any provision of this Agreement by the Employee, including unauthorised disclosure or use of the Confidential Information by the Employee or any person related to the Employee that may have access to such Confidential Information through the Employee.

15. MISCELLANEOUS PROVISIONS

15.1 Assignment

The Company shall be free to assign all or part of its rights hereunder to any party without the consent of the Employee. However, the Employee shall not be entitled to assign or transfer any of his/her rights, benefits or obligations hereunder in any manner howsoever.

15.2 Statutory deductions

Any and all taxes including those taxes which arise from any payments, benefits, etc. received by the Employee from the Company during the Term shall be borne by the Employee and the Company assumes no responsibility for the Employee's personal tax affairs or the liability of such payments and benefits. The Company may deduct or withhold any amounts prior to effecting any payments or benefits to the Employee in terms of this Agreement, in accordance with any provisions of Applicable Law, including The Employees Provident Fund and Miscellaneous Provisions Act, 1952, and Employees State Insurance Act, 1948. Additionally, the Company may make statutory payments which the Employee may be entitled to under Applicable Law, including The Payment of Bonus Act, 1965 and the Payment of Gratuity Act, 1972.

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15.3 The Employee shall be provided appointment letter, monthly salary slips and all other official letters/communiqué to his/her email address registered with the Company.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST INDICATED ABOVE.

For FirstMeridian Global Services Private Limited (Formerly known as V5 Global Services Private Limited)



Authorised Signatory

Signature of the Employee

Mr AJAY KUMAR VAISHYA

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**Annexure 1
Remuneration Package**

Your Fixed cost to Company is **Rs. 23898/-** per month (**Twenty Three Thousand Eight Hundred and Ninety Eight Rupees** Only including, PF, ESI Contributions - Employer /Employee, Bonus, Gratuity and Insurance, if applicable)

Pay Heads	Rs. Monthly Pay	Rs. Annual Pay
Basic	Rs. 11949	Rs. 143388
House Rent Allowance	Rs. 5975	Rs. 71700
Special Allowance	Rs. 2845	Rs. 34140
Statutory Monthly Bonus	Rs. 1206	Rs. 14472
Gross	Rs. 21975	Rs. 263700
Employers Contribution		
Employer PF	Rs. 1775	Rs. 21300
EDLI	Rs. 74	Rs. 888
PF Admin	Rs. 74	Rs. 888
CTC	Rs. 23898	Rs. 286776
PF Employee Contribution	Rs. 1775	Rs. 21300
Professional Tax	Rs. 200	Rs. 2400
NET	Rs. 20000	Rs. 240000
Total CTC	Rs. 23898	Rs. 286776

Professional Tax, Labour welfare fund & other statutory contribution as envisage under the prevailing Acts & Rules of respective state govt. shall be applicable.

You will be entitled to Bonus as per the payment of Bonus Act, in case applicable in your case and mentioned as a part of your CTC.

** Performance based Incentive will be paid as per the scheme announced by company from time to time subject to fulfillment of certain prescribed conditions.

**Incentive will be payable only if you are on the rolls of the organization (FirstMeridian Global Services Private Limited (Formerly known as V5 Global Services Private Limited)) at the time of disbursement of incentive.

**Mobile and conveyance bills to be submitted.

**Mediclaime reimbursement bills to be submitted.

N.B.: The Employee is required to submit the following documents before commencing employment with the Company.

- 1) Acceptance of the offer letter.
- 2) All Mark sheets & Certificates
- 3) Two professional References with designation address and Telephone number.
- 4) 3 Passport size photographs.
- 5) Permanent Address proof like copy of electricity bill / voter id.
- 6) Acceptance of Resignation Letter
- 7) Health/ Fitness Certificate
- 8) Last salary slip
- 9) Copy of Pan Card

Standardized Policy on Prevention of Sexual Harassment at Workplace (POSH)

(Applicable for FirstMeridian and its Operating Companies)



DOCUMENT CONTROL INFORMATION

Prepared By	Checked By	Approved By
Jayasmita Deb	Dipti Vijaykumar	Sudhakar Balakrishnan
Manager - HR	Deputy CHRO	Group CEO

Approval Date	Version	Change Description
20 th March 2020	V1	Document Created
28 th November 2022	V2	Change in POSH Committee

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I. OBJECTIVE:

As defined in our Code of Conduct document, FirstMeridian is committed to providing a work environment that ensures every employee is treated with dignity, respect and afforded equitable treatment. The Company will not tolerate any form of Sexual Harassment and will take all necessary steps to ensure none of its employees (Women, Men, LGBTQ+) are subjected to any form of harassment at the workplace.

II. Statutory Framework:

This Prevention of Sexual Harassment at Workplace (POSH) policy has been created in accordance / compliance to The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act). Any changes in the POSH Act, from time to time, will supersede this policy.

III. SCOPE:

This policy applies to all categories of employees of the Company, including management, associate, core, temporaries, trainees and employees on contract at their workplace or at client sites.

The workplace includes:

1. All offices or other premises where the Company's business is conducted.
2. Any place, arising out of or during the course of employment.
3. All company-related activities performed at any other site away from the Company's premises such as conferences and training programs.
4. Any place where a social, business or any other gathering is taking place where such conduct or comments may have an adverse impact on the workplace or workplace relations.
5. Other place such as transportation provided by company for the purpose of commuting to and from the place of employment.

IV. DEFINITIONS:

a) Sexual Harassment at the workplace includes, but is not limited to:

(i) physical contact and advances; or (ii) a demand or request for sexual favors; or (iii) making sexually colored remarks; or (iv) showing pornography; or (v) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following circumstances, among other circumstances, if it occurs or is present or in relation with any act or behavior of sexual harassment may amount to sexual harassment:

- Implied or explicit promise of preferential treatment in employment; or
- Implied or explicit threat of detrimental treatment in employment; or
- Implied or explicit threat about the present or future employment status; or
- Interference with work or creating an intimidating or offensive or hostile work environment for the person; or
- Humiliating treatment affecting any person's health or safety.

Sexual harassment can involve a series of incidents such as:

- Serious or repeated offensive remarks
- Invasion of personal space (getting too close for no reason)
- Persistently asking someone out, despite being turned down
- Stalking an individual

Some behaviors which may not constitute sexual harassment:

- Taking follow-up for the absence at the work and for status of work
 - Some situations such as meeting deadlines or working beyond hours to get the work done as per the job requirement
 - Feedback provided by Supervisor/Management regarding the work and not specific to the person
- b) Aggrieved Individual means in relation to a workplace, a person (Women, Men or LGBTQ+), of any age, whether employed or not (for example, visitors to the workplace etc.) , who alleges to have been subject to any act of sexual harassment by the respondent.

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- c) Respondent means a person against whom a complaint of alleging sexual harassment has been made under this policy.
- d) Complainant is any aggrieved individual (including a representative, if the aggrieved individual is unable to make a complaint on account of his/her physical or mental incapacity or death or otherwise) who makes a complaint alleging Sexual Harassment under this Policy.

V. INTERNAL COMPLAINTS COMMITTEE (ICC):

Under section 4 of “The Sexual Harassment of Women at Workplace (Prevention, Prohibition And Redressal) Act, 2013”, the Company has instituted an Internal Complaints Committee (ICC) for redressal of sexual harassment complaints (made by the Complainant) and for ensuring time bound treatment of such complaints. ICC must have one external member which can be from NGO/women’s organization/ or familiar with issues of sexual harassment or a social worker with at least 5 years’ experience or a person familiar with labor, service, civil / criminal law. ICC to be appointed by an order in writing, hold office for not more than 3 years and has powers of Civil Court - summon witness, documents etc.

The constituents of this Inquiry committee are:

For FirstMeridian Global Services Private Limited (Formerly known as V5 Global Services Private Limited)

1. **Presiding Officer** : Ms. Sheena Bansal (Cell no. 98183 11691)
2. **Member**: Mr. Manoj Kumar (Cell no. 9971120847)
3. **Member**: Ms. Poonam Verma (Cell no. 98183 26466)
4. **Member**: Mr. Sanjay Gupta (Cell no. 9818004680)
5. **Member**: Ms. Mansi Wadhwa (Cell no. 98113 33726)
6. **Member**: Ms. Priyakshee Hazarika (Cell no. 9654447922)
7. **Member**: Ms. Deepty Sogam (Cell no. 9867637150)
8. **External Member**: Ms. Anju Sabharwal (Cell no. 9811054211)

Key responsibilities of Internal Complaints Committee (ICC):

- To effectively address workplace sexual harassment complaints, an Internal Complaints Committees must be aware of their key responsibilities, some of which are highlighted below:
 1. Be thoroughly prepared
 2. Know the Act, Policy and/or relevant Service Rules
 3. Gather and record all relevant information
 4. Determine the main issues in the complaint
 5. Prepare relevant interview questions
 6. Conduct necessary interviews
 7. Ensure parties are made aware of the process and their rights/responsibilities within it
 8. Analyze information gathered
 9. Prepare the report with findings/recommendations
- To investigate every formal complaint of sexual harassment received either by letter or e-mail.

VI. Role of the Presiding Officer:

- To formally inform all ICC members and Deputy CHRO of the complaint received (both online & offline) within 2 days of the receipt.
- To decide the members of the Inquiry Committee taking into account the nature of complaint and conflict of interest if any.
- To participate in all the Inquiry proceedings.

VII. Role OF Employer:

- To ensure all requirements as per the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 are implemented
- To provide a safe working environment at the workplace, which shall include safety from the persons coming into contact at the workplace

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- Display at any conspicuous place in the workplace, the penal consequences of sexual harassments and the order constituting the Internal Committee under sub-section 1 of section 4
- Organize workshops and awareness programs at regular intervals for sensitizing the employees with the provisions of the Act and orientation programs for the members of the ICC
- Provide necessary facilities to the ICC for dealing with the complaint and conducting an inquiry
- Assist in securing attendance of respondent and witnesses before the ICC
- Make available such information to the ICC as it may require having regard to the complaint under subsection 1 of section 9
- Provide assistance to the woman if she so chooses to file a complaint in relation to the office under Indian Penal Code (45 of 1860)
- Cause to initiate action, under the Indian Penal Code (45 of 1860) or any other law for the time being in force, against the perpetrator or if the aggrieved woman so desires, where the perpetrator is not an employee in the workplace at which the incident of the sexual harassment took place
- Treat sexual harassment as a misconduct under the service rules and initiate action under such misconduct
- Monitor the timely submission of reports by the ICC
- Include in its annual report, the number of cases filed and disposed.
- In case of any changes to the ICC committee, then ensure that an immediate replacement is found and the same is updated in the policy.

VIII. REDRESSAL PROCESS:

Complaint mechanism:

An appropriate complaint mechanism in the form of “Internal Complaints Committee” has been created in the Company for time-bound redressal of the complaint made by the victim.

- Complaint of sexual harassment can be done as per the guidelines mentioned in the “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013. <http://www.iitbbs.ac.in/notice/sexual-harrasment-of-women-act-and-rules-2013.pdf>
- Person against whom the complaint has been made, can be asked to proceed on official leave with pay on decision of ICC.
- Till the Inquiry proceedings are going on, temporary disconnection of the reporting relationship, if it exists, between the complainant and the person against whom complaint is made. Placement into different teams may also be decided.

How to raise a Complaint with the ICC:

Any aggrieved individual may make, in writing, a complaint of sexual harassment at the workplace, to the ICC.

The complaint can be lodged by writing to the following email ID:

For FirstMeridian Global Services Private Limited (Formerly known as V5 Global Services Private Limited) employees - posh@v5global.com

Conciliation

The ICC may, before initiating an inquiry, and at the request of the aggrieved individual take steps to settle the matter between her and the respondent through Conciliation, Provided that no monetary settlement shall be made as a basis of the conciliation.

Through this Conciliation process, if the aggrieved individual wishes to deal with the matter informally, the ICC will:

- Give an opportunity to the Respondent to respond to the complaint. Ensure that the Respondent understands the complaints mechanism.
- Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant or refer the matter to a designated mediator within the company to resolve the matter.
- Ensure that a confidential record is kept of what happens.

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- Follow up after the outcome of the complaints mechanism to ensure that the behavior has stopped.

Lodging Complaints

If the aggrieved individual wants to make a formal complaint or if the conciliation has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter.

Inquiry into complaint

The following is the process for inquiry into formal complaint.

1. As per the Act, any aggrieved individual may make, in writing, to the Internal Complaint Committee (ICC), within a period of three months from the date of incident and in case of a series of incidents, within a period of three months from the date of last incident.
2. The Inquiry committee will maintain a hard copy register to endorse the complaint received by it and keep the contents confidential, if it is so desired, except to use the same for discreet investigation.
3. The complaint should include relevant dates, timings and locations; name of the respondent(s); and the working relationship between the parties.
4. Names of the witnesses could be given by all parties involved, and the inquiry committee will call them, and any additional witness as brought upon by the situation.
5. Within 7 working days of filing the Complaint, the Committee must send a copy of the complaint and related documents to the respondent.
6. Within 10 days of receiving the Complaint copy, the respondent must file the reply to the Inquiry Committee along with supporting documents and names/addresses of victims and witnesses.
7. The Complaints Committee shall make inquiry into the complaint in accordance with the principles of natural justice.
8. The Committee must complete the Inquiry within 90 days of its commencement.
9. Within 10 days of completion of the Inquiry, the Committee must provide a report of its findings to the Employer.
10. The Employer must act on the recommendations of the Committee as per Rule 9 of the Act.
11. The Complainant or respondent is not permitted to bring a legal practitioner, before the ICC, to represent them at any stage.
12. In case the complainant or respondent fails to present themselves before the ICC for three consecutive hearings, then the ICC may after giving an advance notice of fifteen days pass an ex-parte order or terminate the inquiry proceedings.

Where the aggrieved individual is unable to make a complaint on account of physical or mental incapacity, a compliant may be filed by any of the following:

In case of physical incapacity:

- Complainant's relative
- Complainant's friend
- Co-worker
- Officer of National Commission of Women or State Women's Commission
- Any person who has knowledge of the incident with the written consent of the complainant

In case of mental incapacity:

- Complainant's relative
- Complainant's friend
- Special educator
- Qualified psychiatrist/psychologist
- Guardian/authority under whose care the complainant is receiving treatment/care
- Any person with knowledge of the incident, jointly with any person mentioned above

In case of Complainant's death:

Any person with knowledge of the incident with the written consent of their legal heir

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IX. INQUIRY PROCESS:

1. The Presiding Officer will decide the members of inquiry committee taking into account the nature of complaint and conflict of interest if any and communicate the same to the Inquiry Committee members.
2. The Inquiry Committee will hold a meeting with the Complainant within seven working days from the receipt of the complaint.
3. At the first meeting, the Constituted Inquiry committee members shall hear the Complainant and record the allegations. The Complainant can also submit any corroborative material with a documentary proof, oral, recorded or written material, etc., to substantiate their complaint.
4. In the event, the complaint does not fall under the purview of Sexual Harassment or the complaint does not mean an offence of Sexual Harassment, the same would be dropped after recording the reasons thereof and formally communicating back to the complainant.
5. The Inquiry committee shall immediately proceed with the Inquiry and communicate the same to the Complainant and respondent.
6. The Inquiry committee shall prepare and hand over the Statement of Allegation to the Respondent and give him/ her an opportunity to submit a written explanation within 10 days of receipt of the same.
7. Thereafter, the person against whom complaint is made may be called for a deposition before the Inquiry committee and an opportunity will be given to him / her to give an explanation, where after, an **“Inquiry” shall be conducted and concluded.**
8. The Complainant shall be provided with a copy of the written explanation submitted by the Respondent.
9. If the Complainant or the Respondent desires any witness/es to be called, they shall communicate in writing to the Inquiry committee the names of witness/es whom they propose to call.
10. If the Complainant desires to tender any documents by way of evidence before the Inquiry committee, s/he shall supply original copies of such documents. Similarly, if the Respondent desires to tender any documents in evidence before the Inquiry committee, s/he shall supply original copies of such documents. Both shall affix his / her signature on the respective documents to certify these to be original copies. In case where there is lack of evidence, it should not be treated as false case.
11. The Inquiry committee shall call upon all witnesses mentioned by both the parties.
12. The Inquiry committee shall provide every reasonable opportunity to the Complainant and to the Respondent, for putting forward and defending their respective case.
13. The Inquiry committee shall complete the **“Inquiry”** within reasonable period but not beyond three months. They will analyze and assess the information gathered during the Inquiry. Create a timeline to help establish the sequence of events related to the complaints. Compare similarities and differences within each of the statements made by the Complainant or the Respondent.
14. The Inquiry committee will communicate its findings and its recommendations for action to the Management/Employer in the form of a Report.
15. The report should contain the following elements:
 - A description of the different aspects of the complaint;
 - A description of the process followed;
 - A description of the background information and documents that support or refute each aspect of the complaint;
 - An analysis of the information obtained;
 - Findings as stated above;
 - Recommendations.
16. The Management/Employer will take action as per the recommendation proposed by the Inquiry committee.
17. The ICC will submit an Annual report to the employer and District Officer. The following elements should be included in the report:
 - No. of complaints of Sexual Harassment cases received

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- No. of complaints disposed off during the year
- No. of complaints pending beyond 90 days
- Nature of interim relief sought
- No. of complaints where conciliation was sought
- No. of cases where the accusation was upheld
- No. of false complaints received
- No. of training or awareness programs undertaken in organization
- Nature of action taken by employer/ district officials

Rights of the Complainant:

- An empathetic attitude from the Internal Complaints Committee so that s/he can state their grievance in a fearless environment.
- A copy of the statement along with all the evidence and a list of witnesses submitted by the respondent.
- Keeping his/her identity confidential throughout the process except to the Respondent and witnesses for purpose of investigation.
- Support, in lodging FIR in case s/he chooses to lodge criminal proceedings.
- In case of fear of intimidation from the respondent, his/her statement can be recorded in absence of the respondent

Rights of the Respondent:

- A patient hearing to present his/her case in a non-biased manner.
- A copy of the statement along with all the evidence and a list of witnesses submitted by the complainant.
- ICC committee to keep his/her identity confidential throughout the process except to the Complainant and witnesses for purpose of investigation.

Formal Mechanism flowchart

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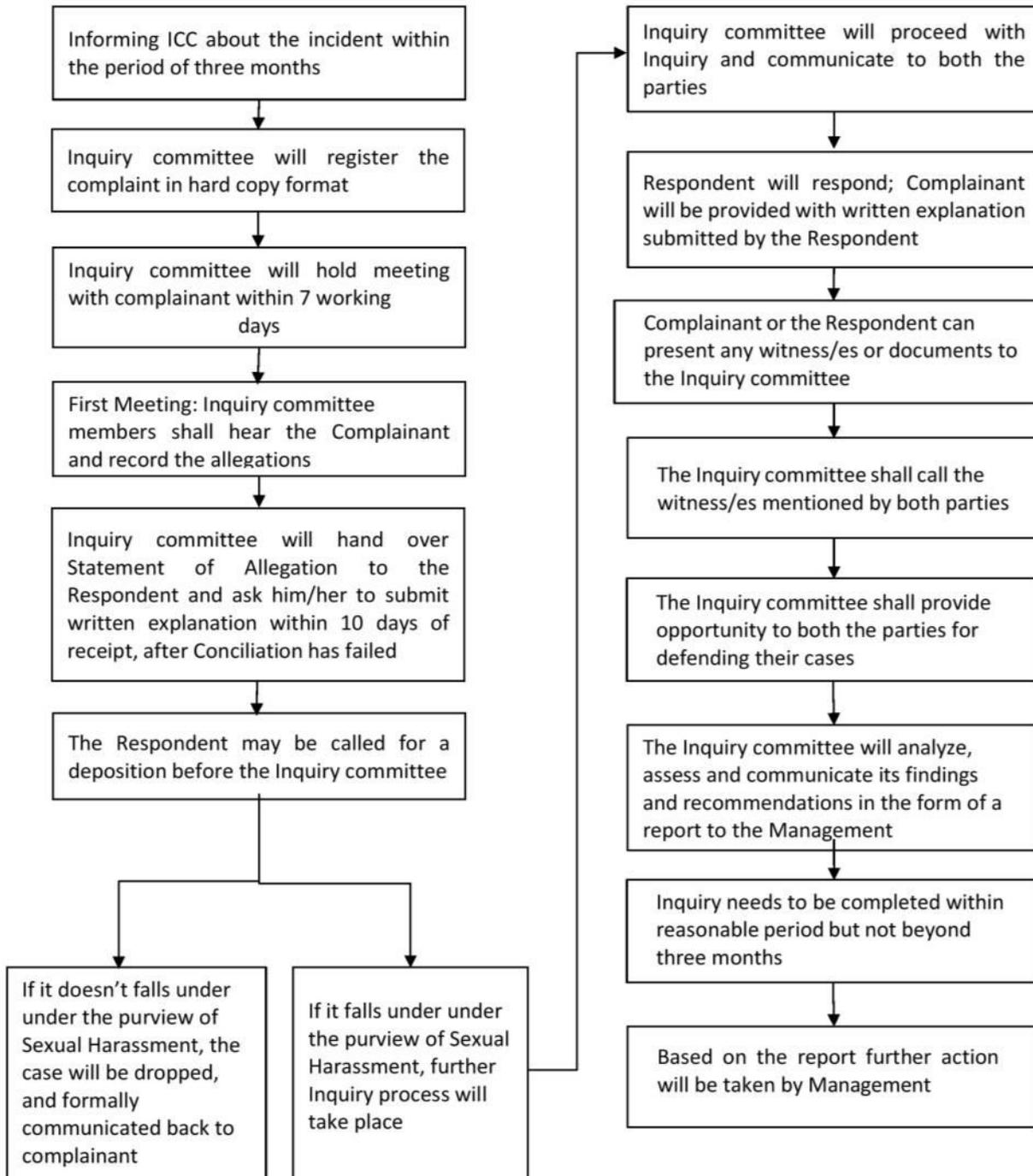
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X. PROTECTION TO COMPLAINANT:

The Company is committed to ensuring that any employee who brings forward a harassment concern is not subjected to any form of reprisal. Any reprisal will be subject to disciplinary action. The Company will ensure that the aggrieved individual or witnesses are not victimized or discriminated against while dealing with complaints of sexual harassment.

XI. FALSE REPORTING:

In case the ICC arrives at a conclusion that the allegation against the respondent is malicious or the aggrieved individual or any other person making the complaint has made the complaint knowing it to be false or has produced any forged or misleading document, it may recommend to the employer to take action as per Rule 9 of the Act against the aggrieved individual or the person who has made the complaint.

XI. ACTION AGAINST HARASSMENT (if proved through the investigation by the ICC):

1. In addition to being subject to action as per Rule 9 of the Act, any individual who violates this policy may also incur individual, personal liability and exposure to an award of monetary damages (if found appropriate by the management and commensurate to the damages caused to the complainant, if any, and has been proved).
2. In the event of such action, all incentives payable by FirstMeridian employee under this agreement, including any granted, unvested or vested and exercised ESOPs, employment incentives shall stand forfeited, if any, and the Promote Policy shall stand forfeited. In such event the employee shall forthwith refund/ transfer all such incentives to FirstMeridian (grossed up for applicable taxes) in the manner set out in the respective incentive grant letter.
3. Where sexual harassment occurs as a result of an act or omission by any third party or outsider, the Company shall support the affected person through the process.

XII. APPEAL:

Any person aggrieved by the recommendations of the ICC or non-implementation of the ICC's recommendations by the Employer may prefer an appeal to the court within 90 (ninety) days of such decision as prescribed in the Section 18 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

XIII. CONFIDENTIALITY:

All records of complaints, including contents of meetings, results of investigations and other relevant material will be kept confidential by the company to the extent practicable and appropriate under the circumstances.

All involved including Complainant & Respondent (if employed with FirstMeridian or its operating companies), and ICC members, Employer or any other stakeholder, is advised, through this policy, to maintain strict confidentiality in regard to the complaint. No stakeholders shall release any communication in this regard both inside/outside the company and in public/social media (like Facebook, Twitter, Instagram, LinkedIn, WhatsApp Groups, Print media etc.) unless forced or directed by the Government Machinery.

XIV. CONCLUSION:

In conclusion, the Company reiterates its commitment to providing its employees, a workplace free from sexual harassment/ discrimination and where every employee is treated with dignity and respect.

DEVIATION:

- Any deviations from this policy requires approval from the Group CEO.
- Management reserves the right to modify this policy without prior notice.

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POLICY OWNER:

- FirstMeridian Deputy CHRO can be contacted for any queries or suggestions.

POLICY STATUS:

- Policy formulated on 20th March 2020.
- Policy modified on 28th November 2022.

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Code of Conduct

August 2018

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Statement by Group Chief Executive Officer

Dear All,

We are fully committed to conduct V5 Global business with the highest level of integrity in all aspects of our business and we expect strict adherence to guidelines of this Code of Conduct from everyone who is directly or indirectly associated with us.

This is an opportunity for all managers of V5 Global to take charge of this extra responsibility of implementing the Code of conduct. Please set an example by leading your respective teams and while interacting with each of your customers (clients & candidates), vendors and competitors by respecting and following this Code of Conduct.

This also provides you with guidelines on how to report violations without the fear of repercussions. I assure you that your calls and written communications will always be dealt with confidentially. There will be zero tolerance to non-compliance of the Code of Conduct.

I thank you for your commitment and look forward to you to maintain highest standards of integrity and business ethics by complying to this Code of Conduct in everything we do.

Sincerely,

Sudhakar Balakrishnan

Group Chief Executive Officer

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WHAT IS CODE OF CONDUCT

Code of Conduct is a set of guidelines which illustrates the principles and commitments which are to be undertaken by everyone associated with V5 Global and its Operating Companies.

Main purpose of this Code of Conduct is to state V5 Global commitment to these ethical principles under all circumstances, and in particular to:

1. Compliance to rules, regulations and local laws of India/any Country where V5 Global operates.
2. Play role with professionalism, ethics and integrity under all circumstances.
3. Be just, fair and polite in relationships with fellow employees.
4. Respect the interests of all stakeholders (colleagues, customers, business partners, government authorities and community).

Principles illustrated in this Code of Conduct are the foundation of our policies and our daily work life.

APPLICABILITY

This Code of Conduct is applicable to everyone who is directly or indirectly associated with V5 Global. This includes but not limited to Board of Directors, top Managements, managers, employees, associates of every company belonging to the V5 Global across Globe (referred as 'You' in subsequent paragraphs of this document).

The Managements of V5 Global and its Operating Companies are accountable for making sure that this Code of Code is distributed, explained, understood and complied by all the employees without fail.

This Code of Conduct shall supersede any other existing Code of Conduct/Policy executed by the Operating Companies.

This Code of Conduct shall be in effect from 30 August 2018.

RESPONSIBILITY

You are expected to carefully read and fully comply to this Code of Conduct. You are expected to seek clarity by asking questions. In case you are not clear on steps to be taken, you must discuss it with your manager or Human Resources team.

We would appreciate, if you happen to witness violation of this Code of Conduct, you should report to the appropriate authority, or at CodeofConduct@V5 Global.com.

ZERO TOLERANCE

All employees, and managers in particular, are responsible for creating an environment that both facilitates open discussion of issues and makes it easy and comfortable to raise concerns; without a fear of reprisal.

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V5 Global CODE OF CONDUCT

1. Non-discrimination

Non-discrimination means: Fair and unprejudiced treatment of different categories of people.

It means that no one should be discriminated based on race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status such as disability, age, marital and family status, sexual orientation and gender identity, health status, place of residence, economic and social situation.

V5 Global ensures that the principle of non-discrimination will be adhered while taking all decisions related to people; covering but not limited to hiring, employee development, transfer, role enrichment & enlargement, promotion, working conditions, social & recreational programs, use of company facilities, salary fitments, increments and compensation & benefits.

Sexual harassment or exploitation is specifically prohibited and falls under zero tolerance irrespective of his/her status in V5 Global. Strict action will be taken against defaulters which may include termination of employment, if proved.

2. Fairness & Integrity

All employees shall act in accordance with the highest standards of integrity, honesty, fairness and ethical conduct while working for V5 Global as well when representing it. Integrity includes ethical handling of actual or apparent conflicts of interest between personal and professional relationships.

Every manager working at V5 Global should promote ethical behavior and should take steps to ensure that the she/he creates a culture which promotes ethical behavior and also encourages employees to freely report violations of local laws and this Code of Conduct.

3. Conflicts of Interest

You will not use your position or relationship with V5 Global for your personal gain. For example, there is a likelihood of conflict of interest if you:

- i. Use V5 Global non-public, client or vendor information for personal gain or for gain of relatives or friends (including securities transactions based on such information)
- ii. Cause V5 Global to engage in business transactions with you, your relatives or friends
- iii. Have more than a modest financial interest in V5 Global vendors, clients or competitors;
- iv. Compete, or prepare to compete, with V5 Global while still employed by V5 Global.
- v. Data privacy- Information

In case there is a genuine business requirement which leads to a conflict of Interest, you should declare the same to Business Unit CEO and Group CHRO.

The above situations are just few example and there could be many such situations in which a conflict of interest may arise. If you have any further clarifications to seek, follow the steps outlined in the Section on "Reporting Violations."

4. Human Rights

V5 Global declares that it will adhere to principles of human rights as per guidelines & principles of 'United Nations Universal Declaration of Human Rights'.

What Are Human Rights?

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Human rights are rights inherent to all human beings, regardless of race, sex, nationality, ethnicity, language, religion, or any other status. Human rights include the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more. Everyone is entitled to these rights, without discrimination.

You confirm that you will not:

- i. Engage in human trafficking or exploitation.
- ii. Use any form of forced, bonded, slave, involuntary labor and shall fully be compliant with applicable laws of Countries where we operate.
- iii. Keep or retain employees' government-issued identification, passports or work permits as a condition of employment.
- iv. Undertake any activity or make any decision which is in non-conformity to Human Rights.

5. Environment, Health and Safety

As Managers and colleagues, you are expected to create a safe working environment. This would include preventing accidents and injuries by ensuring safe work conditions/practices and behaviors. Please assess risks pertaining to our environment, health and safety on a periodic basis at all locations to monitor and ensure appropriate action on employee health and safety matters.

6. Gifts & Bribes

Employees shall not offer or accept any cash or its equivalent, entertainment favours, gifts, of anything of substance to or from competitors, vendors, suppliers, customers or any other that are associated with V5 Global.

This policy does not prohibit normal and appropriate gifts, promotional and business expenditure such as Corporate Calendar, pens, books, bouquet of flowers, etc.

Giving or receiving any gift beyond this needs prior written approval from your Unit CEO and Group CHRO.

You need to follow all Anti-bribery laws, including:

(i) the UK Bribery Act 2010, as amended; (ii) the United States Foreign Corrupt Practices Act, as amended; (iii) the Indian Prevention of Corruption Act, 1988, as amended; (iv) any applicable law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997; and (v) any other applicable law, rule or regulation of similar purpose and scope in any jurisdiction, including books and records offences relating directly or indirectly to a bribe.

Expenses on Food, Entertainment & Travel

In view of maintaining and establishing cordial business relations V5 Global allows incurring reasonable expenses on travel, food/meals and entertainment, provided that such expenditure:

- i. Do not place the recipient under an undue obligation or expectation to confer any business advantage in return for such hospitality.
- ii. Do not occur regularly.
- iii. Are proportionate to the nature of business relationship with the recipient.

You have to make sure that before accepting or providing, directly or indirectly, any travel, food/meals or entertainment, you must first obtain written permission from Unit CEO.

Government Employees

V5 Global's Anti-Bribery Policy contains rules applicable to dealing with government officials. You must be aware of and should strictly follow this Policy. In all cases, you must never directly or indirectly (e.g., through

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the use of a third party) promise or give any type of gratuity, kickback, bribe, payoff or advantage (whether in cash or any other form) to government officials or any governmental organization.

7. Customer focus and responsibility

Your obligation is to ensure that clients and prospects are not offered products or services that have no beneficial value to the client or are not well suited to the client's or prospect's business needs. You should not misrepresent/ oversell the companies' products/ services which may lead to customer dissonance.

8. Fair Dealing

You should not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

You should not commit any act that involves dishonesty with respect to V5 Global or V5 Global Group Entities or their respective business or engage in activities that result in or cause disquiet within personnel engaged with the V5 Global or V5 Global Entities or otherwise disrupt operations at V5 Global or V5 Global Entities.

9. Antitrust Laws

You must comply with all applicable antitrust laws (often known as competition laws). These laws attempt to ensure that businesses compete fairly and honestly and prohibit conduct seeking to reduce or restrain competition.

10. Anti-Money Laundering

The phrase "money laundering" is generally understood to mean any act or attempted act to conceal or disguise the true origin and ownership of illegally obtained proceeds so that they appear to have originated from legitimate sources thereby avoiding prosecution, conviction and confiscation of the illegal proceeds.

You shall comply with all applicable anti-money laundering, anti-fraud and anti-corruption laws and towards this objective. We must conduct business only with reputable customers who are involved in legitimate business activities and whose funds are derived from legitimate sources.

11. Information

Personal Information

You are committed to respecting the privacy and security of all personal information that is entrusted to you and to comply with all the laws that govern the collection, use and processing of personal information.

Company & Client Information

You may not disclose V5 Global, client or vendor confidential or proprietary information to others. Additionally, you must take appropriate steps – including securing documents, limiting access to computers and electronic media, and proper disposal methods – to prevent unauthorized access to such information. Proprietary and/or confidential information includes, among other things, personal information, business methods, pricing and marketing data, strategy, computer code, screens, forms and information about, or received from, V5 Global's current, former and prospective clients, vendors and associates.

If you learn about any potential V5 Global acquisition, disposition, joint venture or similar event, you must at all times keep that knowledge confidential and may not discuss it with any other person, including V5 Global employees & associates who are known to you unless such information is available in the public domain. If you learn about it through a rumor or any unauthorized source, you must immediately contact V5 Global's HR Department.

Gathering Information You may not accept, use or disclose any confidential or proprietary information which includes information that provides a competitor with a business advantage and is not known to the public.

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You may access publicly available information such as annual reports, company web sites and publications, public presentations and public marketing documents, journal and magazine articles, stockbroker analyses, advertisements and other public media filings and offerings.

Particular care must be taken when dealing with a competitor's present and former clients, vendors and employees.

If you use third-party consultants to assist in gathering competitive information you must be extremely diligent that they strictly adhere to both the letter and spirit of this Code of Conduct and that both the receipt and use of the gathered information is fully lawful, including applicable antitrust laws. In no event may you use a third party to undertake activities that would be unacceptable or improper if conducted by V5 Global.

12. Employee's Privacy

You are committed to protect Employees' privacy through compliance with law requirements, and adoption of appropriate methods maintaining employee's personal data. No personal data shall be disclosed without prior authorization from the party concerned, except as provided by law. Conducting surveys or investigations on personal opinions or preferences, or on employees' private life, is strictly prohibited.

13. Theft or Misuse

You must safeguard V5 Global property from loss or theft, and may not use or take such property for personal use. V5 Global property includes confidential information, software, computers, smartphones, cell phones, office equipment and supplies. You must appropriately secure all V5 Global property within your control to prevent its unauthorized use or misuse. Use of V5 Global's electronic communications systems must conform with V5 Global's IT Policy which, among other things, precludes using such systems to access or post material that: is pornographic, obscene, sexually-related, profane or otherwise offensive; is intimidating or hostile; or violates V5 Global policies or any laws or regulations. Notwithstanding the foregoing, employees may make limited non-business use of V5 Global's electronic communication systems (e.g., smartphones, cell phones, computers), provided that (a) such use: (i) is occasional; (ii) does not interfere with the employee's professional responsibilities; (iii) does not diminish productivity; or (iv) does not violate this Code of Conduct or V5 Global's IT Policy; or (b) an exception is specifically authorized in writing by V5 Global Management.

Fraud and/or embezzlement, gross misconduct, theft or misappropriation of any of the properties of the V5 Global and/or the V5 Global Group entities committed by the employees; will also lead to disciplinary action.

14. Wrong reporting

Should report authentically- should not misreport. You should make sure to never cover up mistakes, but should immediately fully disclose and get it corrected. Falsification of any V5 Global, client or third-party record is prohibited. If you are uncertain about whether a mistake has been made, you should seek guidance from your immediate supervisor or manager.

15. Confidentiality

All employees must maintain the confidentiality of sensitive information (that is not in public domain) relating to the V5 Global which comes to their knowledge in the course of the discharge of their duties and any other confidential information about the Company that comes to them, from whatever source, except when such disclosure is authorized or legally mandated.

No employee shall provide any confidential or sensitive information either formally or informally, to the press or any other publicity media, unless specifically authorized to do

16. Media & Communication Policy

Pertaining to financial performance of the company, acquisitions, internal communication, policies etc. No employee is authorized to discuss V5 Global or its business with the media or investment community unless authorized to do so. If you any employee is contacted by a member of the media regarding a matter involving V5 Global, She/he must refer the inquiry to Corporate Communications.

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If any employee is are contacted by a member of the investment or analyst community, or you receive an investment inquiry related to V5 Global, you must refer the inquiry to Corporate Communications.

Nobody within the V5 Global or any potential targets or Operating Companies are not authorized to interact with media and release statements unless with a written approval from Group CEO.

Please refrain from using names of any investors explicitly in any E-mail communications, proposals, websites etc. unless with a written approval from Group CEO.

17. Political Contributions

No funds or other assets of V5 Global may be used to make contributions to any elected official, political party or candidate for office, or any independent expenditures on behalf of any elected official, political party or candidate for office, in any country or region, even where allowed by law. In addition to cash payments, political contributions include in-kind contributions such as the purchase of tickets to fund-raising events, political advertisements, donations of products or services, work performed by associates during paid working hours, and the free use of V5 Global facilities by any political party or candidate.

18. Financial Reporting

V5 Global requires honest and accurate recording and reporting of information in order to make responsible business decisions.

All of V5 Global books, records, accounts and financial statements must be maintained in reasonable detail, accurately and appropriately reflect transactions and comply with applicable legal and accounting requirements as well as V5 Global's internal controls and procedures. You must be aware of and strictly follow additional guidelines addressed in V5 Global's Anti-Bribery Policy.

19. Records

You have a responsibility to understand the Records Retention rules and practices as per applicable laws.

In no case any record involved in a pending or threatened litigation, government inquiry or under subpoena or other information request, be discarded or destroyed. In addition, you may never destroy, alter, or conceal, with an improper purpose, any record or otherwise impede any official proceeding, either personally, in conjunction with, or by attempting to influence, another person.

20. Disciplinary Actions

The guidelines mentioned in this Code of Conduct are of utmost importance to V5 Global, its associated companies and its business partners. You are expected to adhere to these rules in carrying out your duties for the Company.

Anyone who ignores or violates any of V5 Global's ethical standards, or who penalizes a subordinate for trying to follow those standards, or willfully or knowingly omits to tell the entire truth during any ethics or other investigation, or obstructs, defeats or attempts to stop an ethics or other investigation, will be subject to progressive discipline, up to and including immediate dismissal.

However, it is not the threat of discipline that should govern your actions. We hope you share our belief that a dedicated commitment to ethical behavior is the right thing to do and the surest way for V5 Global to remain one of the world's most ethical and highly successful companies.

21. Waivers

Any waiver of any provision of this Code of Conduct must be approved in writing by the Group CEO and shall be communicated to the concerned stakeholders.

22. Semi-Annual Affirmation

You are expected to provide an affirmation to compliance of this Code of Conduct by signing once in 6 months (Refer Annexure I) and shall be submitted to your HR Department.

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23. Reporting Violations

Your conduct can reinforce an ethical atmosphere and positively influence the conduct of fellow employees. If you are aware of or suspect misconduct, you must report it to the appropriate level of management.

If you are still concerned after speaking with your management or feel uncomfortable speaking with them, you must (anonymously, if you wish) contact the V5 Global Ethics Helpline by:

E-mail: Codeofconduct@V5 Global.com

Any reports that involve the Group Chief Executive Officer or his reportees will be immediately communicated to the Board of Directors.

Your reporting of any violations shall be dealt with confidentially. Regardless, you have the commitment from Management Committee of V5 Global that you will be protected.

24. Conclusion

You are ultimately the guardian of V5 Global's Code of Conduct. While there are no universal rules, when in doubt, ask yourself:

1. Will my actions be ethical in every respect and fully comply with the law and with V5 Global policies?
2. Will my actions appear improper to others?
3. Will my actions make me feel uncomfortable?
4. How would I feel if I did nothing at all?
5. Will my actions be questioned by my supervisors, associates, clients, family and the general public?
6. Will my actions potentially damage V5 Global's reputation?
7. Am I trying to fool anyone, including myself, as to the propriety of my actions?

If you are uncomfortable with your answer to any of the above, you should not take the contemplated actions without first discussing them with your local management. If you are still uncomfortable, please follow the steps outlined above in the Section on "Reporting Violations."

25. Client's Safety/Suraksha Policy

- (a) Always wearing helmet on duty while driving.
- (b) Adhere to speed limits.
- (c) Triple riding is not allowed
- (d) For Promoter's reflector jacket is mandatory.

ANNEXURE I

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V5 Global'S CODE OF CONDUCT - DECLARATION

I hereby confirm that:

- I have read and understood the Code of Conduct and its contents
- I shall abide by this Code of Conduct and shall be vigilant to report any violations
- I have not violated nor am I aware of any violation of the Code of Conduct by any other person to whom the said Code of Conduct is applicable

The above declaration is to the best of my knowledge.

Name: Mr AJAY KUMAR VAISHYA

Designation: Key Account Executive

E. Code. V5442756

Signature

Date: 26 May 2025

Please sign and return this form to the HR Department