

Your Contract

Please review your contract and complete this form. If you wish to discuss any details regarding your contract please contact your Recruiter.

Recruiter Name
Niveditha A

Recruiter E-mail Address
NIVEDITHA.A@BARCLAYS.COM



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)
Building G2,
Gera Commerzone SEZ,
Survey No. 65,
Kharadi,
Pune - 411014
CIN - U72200PN2007FTC132479
Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

27 April 2023

Vishal Gupta
4,Navjeevan Hospital ke pass
new colony ward-11 Lalsot,Dausa
Dausa
303503

Dear Vishal,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

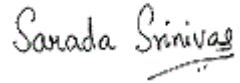
The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

A handwritten signature in cursive script that reads "Sarada Srinivas". The signature is written in black ink and has a small flourish at the end of the last word.

Sarada Srinivas
Head - HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an “at a glance” summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Vishal Gupta

Employing Company Barclays Global Service Centre Private Limited (“the Company”)

Position Your role will be Software Developer - GRADUATE, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 24 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company’s satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune – 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays’ sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period

Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00(the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements: You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your

employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six – twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and

customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

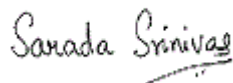
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head - HR Operations and Payroll
27 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282808
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as “**Employment Letter**”. By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
- (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).

- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

(a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;

(b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;

(c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;

(d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;

(e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;

(f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which

do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;

(g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and

(h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes “misbehaviour”, “material error”, “material failure of risk management”, “significant losses” and “appropriate standards of fitness and propriety” shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.

- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.
- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "**Confidential Information**" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients,

suppliers or agents. This includes but is not limited to:

(a) commercially sensitive information or trade secrets;

(b) corporate and marketing strategy, business development plans, sales reports and research results;

(c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("**Training Agreement**") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than

two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

(c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and

(d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "**Payment in Lieu**"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

(a) for the whole or any part of any applicable Notice Period; or

(b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require

you to:

(a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;

(b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;

(c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and

(d) take any holiday which you have accrued.

20.3 During any period of suspension:

(a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and

(b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all

the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity

- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and **"Barclays Group company"** will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Your Offer Attachments

*Response

Accept the offer

*E-Signature

(Please enter your last name as captured below)

Gupta