

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

OFFER & APPOINTMENT LETTER

Offer Release Date: September 5, 2022

Dear Pavankumar Kumbar
Mahantesh nagar, Ghataprabha,
Karnataka, India, 58291236

Dear **Pavankumar Kumbar**, service

Congratulations! With reference to the interviews conducted by **Sankalp Semiconductor Ltd (herein referred as "HCL" or "Company")**, we are pleased to inform you that you have been selected for employment in our organization as Senior Software Engineer in band **E1.2**

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **September 8, 2022** at 9:00 A.M at the following address **Hubli-89 Aryabhata Tech Park, Navanagar**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure , BPO division etc. In line with the same approach, we look forward to your being flexible towards your placement in the Company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s)

Your Total Compensation will be **INR 600000** per annum, outlined in [Annexure I](#).

You will be required to sign a service agreement of **12 months** with a surety amount of **INR 50,000**. This amount shall be payable to the Company only on the event of your separation from the company before **12 months** from the date of Joining.

You will be on probation for a period of 12 months from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

HCL TECHNOLOGIES LTD.

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

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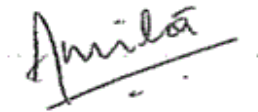
At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,
For Sankalp Semiconductor Ltd



Amrita Das
Senior Vice President
Head-Global Rewards

ANNEXURE II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Location

Your place of work will be located at **Hubli**.

2. Medical Check up

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

3. HCLT Training Program:

Training (classroom/on the job) sessions will be conducted after your joining.

The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

4. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

5. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

6. Agreements

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

7. Background and Reference Check

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. • In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

8. Working Hours

You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

9. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

10. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

11. Retirement

You will retire from service on attaining superannuation at the age of 58 years.

12. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

13. Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

14. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

Annexure III

**LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV
(BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL**

S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required

Additional documents (To be submitted on request – Only if required)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.
- Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

List of Documents required for joining / induction day (Hard Copies)

S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1

5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013
7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur

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11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014, Extn : 04226657526
12	Vijayawada	State Street HCL Services Private Limited Medha IT Towers, Third Floor, Kesarapalli, Gannavaram, Krishna District 521102

ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Variable Pay
-  Retirals & Insurances Benefit

 **Disclaimer:**
 ***Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.***

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non-alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Performance Bonus (PB):

Performance Bonus (PB) is payable in accordance with the Company’s Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year’s Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group

RETIRALS & INSURANCES BENEFIT

You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

Employees covered under ESI would not be covered by default under HCL’s medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

Disclaimer

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: Pavankumar Kumbar,

Mahantesh nagar Ghataprabha,

Belagavi

This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the

Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.

The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

7. Protection of Systems & Environment: I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

8. Remedies: By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.

9. Representations: I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.

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10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Pavankumar Kumbar

September 5, 2022